



FULLY EXECUTED - CHANGE 1

Contract Number: 4400026388

Original Contract Effective Date: 08/16/2022

Valid From: 12/01/2022 To: 01/31/2026

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 123816

Supplier Name/Address:

HOOVER REHABILITATION SERVICES INC
DBA HOOVER
1970 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507 US

Supplier Phone Number: 717-728-5502

Supplier Fax Number: 717-728-5505

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Medical Case Management

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Territory A	0.000	Hour	107.00	1	0.00
Item Text Philadelphia District Office: Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties						
2	Territory B	0.000	Hour	107.00	1	0.00
Item Text Harrisburg, Pottsville, Sunbury, and Scranton District Offices: Adams, Berks, Bradford, Carbon, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties.						
3	Territory C	0.000	Hour	107.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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DBA HOOVER

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Item Text						
Pittsburgh, Johnstown, and Erie District Offices: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland Counties.						

4	Workers Compensation Medicare Set-Aside	0.000	Each	3,250.00	1	0.00

General Requirements for all Items:

No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400026388

Original Contract Effective Date: 08/16/2022

Valid From: 12/01/2022 To: 11/30/2025

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Corey Walters

Phone: 717-346-7097

Fax: 717-783-6241

Your SAP Vendor Number with us: 123816

Supplier Name/Address:

HOOVER REHABILITATION SERVICES INC
DBA HOOVER
1970 TECHNOLOGY PKWY
MECHANICSBURG PA 17050-8507 US

Supplier Phone Number: 717-728-5502

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Item Text						
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2	Territory B	0.000	Hour	107.00	1	0.00
Item Text						
Harrisburg, Pottsville, Sunbury, and Scranton District Offices: Adams, Berks, Bradford, Carbon, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties.						
3	Territory C	0.000	Hour	107.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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Contract Number: 4400026388
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DBA HOOVER

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General Requirements for all Items:

No further information for this Contract

Information:

**CONTRACT
FOR
Medical Case Management Services**

THIS CONTRACT for the provision of **Medical Case Management Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the **Department of General Services ("DGS")**, and **Hoover Rehabilitation Services, Inc. ("Contractor")**.

WHEREAS, the Department of General Services (DGS) issued a Request For Proposals for the provision of **Medical Case Management Services** for the Commonwealth, RFP No. **6100054582** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, **DGS** and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Medical Case Management** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, **DGS** and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Medical Case Management** as more fully defined in the RFP, to the Commonwealth.
2. Contractor agrees to provide the **Medical Case Management** listed in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.
3. Contractor agrees to meet and maintain its commitments to Small Diverse Businesses made in its Small Diverse Business Participation Submittal, attached hereto as Exhibit C and made a part hereof. The Contractor shall submit any proposed change to a Small Diverse Business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.

4. Contractor agrees to meet and maintain its commitments to Veteran Business Enterprises made in its Veteran Business Enterprise Participation Submittal, attached hereto as Exhibit D and made a part hereof. The Contractor shall submit any proposed change to a Veteran Business Enterprise commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.

5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - c. The Contractor's Final Negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof.
 - d. The Contractor's Small Diverse Business Participation Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - e. The Contractor's Veteran Business Enterprise Participation Submittal, which is attached hereto as Exhibit D and made a part hereof.
 - f. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit E and made a part hereof.
 - g. The Contractor's Technical Submittal, which is attached hereto as Exhibit F and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:

CONTRACTOR:

By: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) President

RAYMOND W. HOOVER III
Printed Name/Date 6/16/2022

RAYMOND W. HOOVER III 6/16/2022
Printed Name/Date

[Redacted]
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Agency Head/Designee Date
Title

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPROVED:

To be obtained electronically
Comptroller Date

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 02 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.6 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission, or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor 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 Contract 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 contract.

The Contractor 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 Contract.

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 Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor 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 Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor 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 Contractor is unable to do any of the preceding, the Contractor 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 Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

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 Contract.

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

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 Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1A Compensation/Expenses (May 2008)

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

V.21 CONTRACT-015.2 Billing Requirements (July 2021)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- 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 Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (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 Contract. 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 Contractor as acceptance of the service performed by the Contractor. 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 Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor 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 Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor, or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania 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 contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor'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 Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

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 Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting 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;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;

16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order 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, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting 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 Contract.

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 Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract 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 Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor 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 contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor 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 to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor 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 Contract or a Purchase Order. The Contractor 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 the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting 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 contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting 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 contracting 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 Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or

claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, 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 Contractor 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 Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations*

Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lit places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("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 contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract 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 Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees, and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any

person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor 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 the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction.
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, 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 contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone 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.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.37 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law's provisions) and the decisions of the Pennsylvania courts. The Contractor 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 Contractor agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, 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 Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.44 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.48 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation

(July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.49 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth 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 claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and 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 at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, 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 the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor 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 the Contractor's possession arising out of this Contract 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 Contract.
- d. If the Contractor 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 the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor 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, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor 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. The Contractor 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, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor 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 Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.52 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**FINAL NEGOTIATED COST SUBMITTAL
6100054582 MEDICAL CASE MANAGEMENT SERVICES
COST SUBMITTAL INSTRUCTIONS**

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

Please read the instructions carefully

COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
NOTE: The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All data entered on the Cost Submittal Worksheet will automatically populate into the Cost Submittal Overview Tab.
4. The Cost Submittal will be evaluated for the Initial Term of the Contract

COST SUBMITTAL WORKSHEET (Tab 3)

1. Select the Cost Submittal Worksheet Tab at the bottom of this page.
 2. Fill in the unit price as applicable to each line item (highlighted in yellow)
- NOTE: Unit prices shall include meals, any applicable insurances, etc.

**RFP 6100054582
 MEDICAL CASE MANAGEMENT SERVICES
 FINAL NEGOTIATED COST SUBMITTAL**

OFFEROR NAME	CONTACT PERSON	
Hoover Rehabilitation Services, Inc.	Terry Folk	
OFFEROR ADDRESS	EMAIL ADDRESS	
1970 Technology Parkway, Mechanicsburg, PA 17050	tfolk@hooverinc.com	
	PHONE NUMBER	FAX NUMBER
	800-692-7294 Ext. 2127	717-728-5505
	VENDOR NUMBER	
	123816	

**FINAL NEGOTIATED COST SUBMITTAL
6100054582 MEDICAL CASE MANAGEMENT SERVICES**

Territory	Description	Total Estimated Hourly Useage	Hourly Price	Yearly Cost Estimate
TERRITORY A: Philadelphia District Office	Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties	8000.00	\$107.00	\$856,000.00
TERRITORY B: Harrisburg, Pottsville, Sunbury, and Scranton District Offices	Adams, Berks, Bradford, Carbon, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties	4000.00	\$107.00	\$428,000.00
TERRITORY C: Pittsburgh, Johnstown, and Erie District Offices	Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland Counties	8000.00	\$107.00	\$856,000.00
MSA	Description	Total Estimate of Each Case	Each Case Amount*	Yearly Cost Estimate
Workers' Compensation Medicare Set-Aside	In order to comply with 42 U.S.C. § 1395y(b)(2) and § 1862(b)(2)(A)(ii) of the Social Security Act, Medicare may not pay for a beneficiary's medical expenses when payment "has been made or can reasonably be expected to be made under a workers' compensation plan, an automobile or liability insurance policy or plan (including a self-insured plan), or under no-fault insurance." Medicare must always be secondary if another payment source is primary.	25.00	\$3,250.00	\$81,250.00
		1 Year Total:		\$2,221,250.00
		3 Year Total		\$6,663,750.00

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**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

I. **SDB Participation Goal:** The SDB participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

II. **SDB Eligibility:**

1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the SDB Utilization Schedule (SDB-3).** A firm whose SDB verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the SDB participation goal. Offerors cannot use self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time to meet the SDB participation goal.
3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE); woman business enterprise (WBE); LGBT business enterprise (LGBTBE); Disability-owned business enterprise (DOBE); Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE); or otherwise deemed disadvantaged by the Uniform Certification Program.

Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

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INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an SDB from committing to any other prime contractor.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding SDB Prime Self-Performance.

1. An SDB firm participating as a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal. Failure to satisfy the remaining 5% SDB participation goal or failure to obtain a Good Faith Efforts waiver for the

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INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

unmet portion of the SDB participation goal will result in rejection of that SDB prime's bid or proposal as nonresponsive.

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating SDB participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an SDB for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its SDB participation commitments. In addition, the SDB subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its SDB Participation Submittal (SDB-2) a letter of commitment (LOC) (SDB-3-1) for each subcontractor included in its SDB Utilization Schedule (SDB-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the SDB; and
 - b. A description of the services or supplies the SDB will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
 - e. The name, address, and telephone number of the primary contact person for the SDB; and
 - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor who are authorized to contractually bind their firm.

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**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **SDB Participation Submittal (SDB-2)**;
 - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** SDBs that will be used to meet the SDB participation goal, unless the bidder or offeror's commitments to other DGS-verified SDBs meet or exceed the SDB Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to add additional SDBs or make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the SDB participation goal in full.

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

SDB-3
SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: _____	Total \$ amount: _____

SDB-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: _____

Solicitation Name: _____

	Bidder/Offeror Information	SDB Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the SDB will provide:

Specific Time Frame the SDB will provide the services or supplies:

Percentage Commitment. These services or supplies represent _____% of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$_____ during the initial contract term.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Acknowledged

Printed name

Printed name

Signature
Bidder/Offeror Point of Contact Name

Signature
SDB Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

Bidders/Offerors do not need to return SDB-4 with their SDB Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (SDB-5)** of the SDB Participation Goal.

I. Definitions

SDB participation goal – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified SDBs– all of the SDBs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

SDB – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO, or otherwise deemed disadvantaged by the Uniform Certification Program.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the SDB

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DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for SDBs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

B. Identify SDBs to Solicit

1. Identified SDBs

- (a) Offerors must reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit SDBs

- 1. Offerors must solicit a reasonable number of identified SDBs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
4. Offerors must follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

D. Negotiate with Interested SDBs

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of SDBs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the SDB participation goal.
 3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the SDB subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
 7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the SDB's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

- (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

E. Assisting Interested SDBs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and

2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
 - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)

1. For each SDB that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 2 – Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 3 – SDB Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 5 – SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

(DGS SDB Certification #) (Telephone #)

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

VBE-1
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE
(VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return VBE-1 with their VBE Participation Submittal

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the VBE participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **VBE Participation Goal:** The VBE participation goal is set forth in the solicitation. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the VBE classifications to meet the VBE participation goal.
- II. **VBE Eligibility:**
 1. **Finding VBE firms:** Offerors can access the directory of **DGS-verified** VBE firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
 2. **Only VBEs verified by DGS** and as defined herein may be counted for purposes of achieving the VBE participation goal. In order to be counted for purposes of achieving the VBE participation goal, the VBE firm, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the VBE Utilization Schedule (VBE-3).** A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the VBE participation goal. Offerors cannot use self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time to meet the VBE participation goal.
 3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise.

Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

VBE-1

INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as identified for the solicitation.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an VBE from committing to any other prime contractor.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding VBE Prime Self-Performance.

1. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal. Failure to satisfy the remaining 5% VBE participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the VBE participation goal will result in rejection of that VBE prime's bid or proposal as nonresponsive.

VBE-1

INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule (VBE-3)** the other VBE subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an VBE for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its VBE participation commitments. In addition, the VBE subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its VBE Participation Submittal (VBE-2) a letter of commitment (LOC) (VBE-3-1) for each subcontractor included in its VBE Utilization Schedule (VBE-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the VBE; and
 - b. A description of the services or supplies the VBE will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
 - e. The name, address, and telephone number of the primary contact person for the VBE; and
 - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor who are authorized to contractually bind their firm.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE
(VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
 - b. Failure to submit an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** VBEs that will be used to meet the VBE participation goal, unless the bidder or offeror's commitments to other DGS-verified VBEs meet or exceed the VBE Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to add additional VBEs or make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the VBE participation goal in full.

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the VBE participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

I am requesting a full waiver of the VBE participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

VBE-3
VBE UTILIZATION SCHEDULE

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3-1)** for each VBE subcontractor (add additional Letters of Commitment as necessary).

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> VBE Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	___ VBE ___ SDVBE		%	
Attach additional sheets if necessary			Total % VBE commitment: _____	Total \$ amount: _____

VBE-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Veteran Business Enterprise (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: RFP6100054582

Solicitation Name: Medical Case Management

	Bidder/Offeror Information	VBE Information
Name	Hoover Rehabilitation Services, Inc.	Absolute Staffing & Consulting Solutions
Address	1970 Technology Parkway	P.O. Box 2518 Westminster, MD 21158
Point of Contact	Reed Galinac	Tawanda B. Huff, President & CEO
Telephone number	(800) 692-7294	(410) 848-9480
Email address	rgalinac@hooverinc.com	thuff@ascs1.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the VBE will provide: Staffing services for RN/Nurse Case Managers (direct hire)
IT specialists/programmers, billing and admin. support staff, other

Specific Time Frame the VBE will provide the services or supplies: Contract duration of three (3) years

Percentage Commitment. These services or supplies represent 1.5 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 102,656 during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Raymond W. Hoover, President & CEO

Printed name

Raymond W. Hoover, MEd, CRC,
LPC

Signature

Bidder/Offeror Point of Contact Name

Digitally signed by Raymond W. Hoover, MEd, CRC,
LPC
Date: 2022.02.16 10:53:43 -0500

Acknowledged

Tawanda B. Huff

Printed name

[Handwritten Signature]

Signature

VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

VBE-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Veteran Business Enterprise (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: RFP6100054582

Solicitation Name: Medical Case Management

	Bidder/Offeror Information	VBE Information
Name	Hoover Rehabilitation Services, Inc.	EGA Associates, LLC
Address	1970 Technology Parkway	1657 THE FAIRWAY # 134 JENKINTOWN, PA 19129
Point of Contact	Reed Galinac	Jeremy Mock, President
Telephone number	(800) 692-7294	(215) 565-1004
Email address	rgalinac@hooverinc.com	jeremymock@egaassociates.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the VBE will provide: Staffing services for RN/Nurse Case Managers (direct hire)
IT specialists/programmers, billing and admin. support staff, other

Specific Time Frame the VBE will provide the services or supplies: Contract duration of three (3) years

Percentage Commitment. These services or supplies represent 1.5 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 102,656 during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Raymond W. Hoover, President & CEO

Printed name

Acknowledged

Jeremy Mock, President

Printed name

Raymond W. Hoover, MEd, CRC,
LPC

Digitally signed by Raymond W. Hoover, MEd, CRC,
LPC
Date: 2022.02.16 11:01:48 -05'00'

Jeremy

Mock:A01094E0000017204EAF16500005414

Digitally signed by Jeremy
Mock:A01094E0000017204EAF16500005414
Date: 2022.02.16 11:11:43 -05'00'

Signature

Bidder/Offeror Point of Contact Name

Signature

VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

Bidders/Offerors do not need to return VBE-4 with their VBE Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (VBE-5)** of the VBE Participation Goal.

I. Definitions

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified VBEs– all of the VBEs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

VBE – “VBE” refers to Veteran-Owned Small Business Enterprises or Service-Disabled Veteran-Owned Small Business Enterprise verified by BDISBO.

VBE participation goal – “VBE participation goal” refers to the VBE participation goal set for a procurement for Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the VBE

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for VBEs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

B. Identify VBEs to Solicit

1. Identified VBEs

- (a) Offerors must reasonably identify the VBEs that are available to perform the Identified Items of Work.
- (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit VBEs

- 1. Offerors must solicit a reasonable number of identified VBEs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Offerors must follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, veteran community organizations, veteran contractors' groups, and local, state, and federal veteran business assistance offices.

D. Negotiate with Interested VBEs

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of VBEs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the VBE participation goal.
3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the VBE subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the VBE's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

E. Assisting Interested VBEs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBEs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBEs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
 - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)

1. For each VBE that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to VBEs

Identify those items of contract work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no

Attach additional sheets if necessary.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 2 – Identified VBEs and Record of Solicitations

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
VBE Name: __ VBE __ SDVBE		Date: __ mail __ email __ fax	Date: __ mail __ email __ fax	Date and Time of Call: Spoke with: Left Message:	 __ yes __ no	 __ yes __ no	 __ Used other VBE __ Used non-VBE __ Self performing
VBE Name: __ VBE __ SDVBE		Date: __ mail __ email __ fax	Date: __ mail __ email __ fax	Date and Time of Call: Spoke with: Left Message:	 __ yes __ no	 __ yes __ no	 __ Used other VBE __ Used non-VBE __ Self performing

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 3 – VBE Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified VBEs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected VBE Quotes

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote \$	Name of other firms that provided quotes and whether they are VBE	Amount quoted \$	Reason why VBE quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 5 – VBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of VBE)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____(VBE), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of VBE's Representative) (Title) (Date)

(DGS VBE Certification #) (Telephone #)

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description.

The Commonwealth is issuing a solicitation for Field Base Medical Case Management Services, on behalf of the Department of Labor and Industry. This service is essential to seek 1 (one) third party vendor to provide service for Field Base Medical Management services on files referred by State Workers' Insurance Fund (SWIF) in order to manage the medical aspects of Workers' Compensation claims. The management of these claims are essential for SWIF to fulfill its contractual obligations to SWIF policyholders to control medical and indemnity losses for SWIF insureds. These services are necessary in order to assist in the recovery injury process, returning the injured worker to a productive lifestyle and reentry into the work force.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be an established price contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) Participation. The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon

recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for SDBs (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran-Owned Small Business Enterprises) and VBEs (which include Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for this Project are set forth below:

SDB - [9%]

VBE - [3%]

Further information can be found in RFP Questions Groups 1.2 and 1.3.

7. New SDB and VBE Goal Information Session. The Commonwealth has made significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed nonresponsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this RFP which we highly recommend you attend. The purpose of this Session is to provide an overview of the RFP and SDB and VBE Participation submission instructions. Offerors may ask questions in accordance with **Section 10, Questions and Answers** contained in this **Description Section**. Offerors may also ask questions during the Session, however responses provided during the Session are **not official** until the question is submitted in writing using the **Q&A Board** in JAGGAER. Q&A Board questions and written responses shall become part of this RFP.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session - MS Teams, Thursday, January 27th, 2022 @ 10am.

An RSVP to the SDB and VBE Goal Information Session is due via email to **Crystal Zelinski, Wednesday, January 26th, 2022 @ 3PM.**

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. **Only one question is to be submitted at a time and no attachments are to be uploaded.** Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. 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 RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions along with any additional Mandatory Responsiveness requirements as set forth in the Mandatory Responsive Requirements section, which are the only RFP requirements that the Commonwealth will consider to be not waivable. Clicking the submit button within this site constitutes an electronic signature. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format: To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of four submittal components: Technical, Cost, SDB Participation Submittal (along with the SDB Utilization Schedule, Good Faith Efforts Waiver request, or both) and VBE Participation Submittal (along with the VBE Utilization Schedule, Good Faith Efforts Waiver request, or both). Offerors

should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Mandatory Responsiveness Requirements. To be eligible for selection, the proposal must be:

1. Timely received from and timely submitted by an Offeror (see Proposal Submission section);
2. Electronically signed by the Offeror (see Proposal Submission section);
3. Contain a completed SDB participation submittal and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; **and**
4. Contain a completed VBE participation submittal and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.

16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

17. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

18. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value.** Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

19. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals 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 contract pursuant to this RFP, all proposal 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 proposal 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. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

20. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

22. Term of Contract. The term of the contract will commence on the Effective Date and will expire on the End Date. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

23. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

24. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

25. Debriefing Conferences. Upon notification of award, Offerors whose proposals 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 Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

26. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

27. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

28. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, etc. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the

proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

29.Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may

require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. 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 Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

30. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

TECHNICAL SUBMITTAL

- I-1. Statement of the Project.** State in succinct terms your understanding of the project presented, or the services required by this RFP.

Offeror Response

- I-2. Qualifications.**

A. Company Overview.

1. Offeror must have a minimum of five (5) years of experience providing Field Based Medical Management Services for workers' compensation claims in Pennsylvania.
2. Offeror is required to possess Utilization Review Accreditation Commission (URAC) accreditation in medical case management.
3. Offeror must have a complete and thorough knowledge of PA Workers' Compensation Law as it pertains to providing Field Based Medical Management on Workers' Compensation claims.
4. Personnel assigned by the Offeror to provide these services must be Registered Nurses (RNs) with experience in managing Workers' Compensation claims.
5. RN Case Managers must be physically located in the geographical territory/territories in which the services are provided as outlined herein.

Offeror should only bid the territory or territories that they can effectively service. Offerors will be reviewed on their ability to perform all the necessary services within the territory/territories bid. If Offeror elects to bid all territories, Offeror will be evaluated on ability to service the entire State. Offerors may select any or all of the territories outlined, however, **selected territories must be serviced entirety.**

State Workers Insurance Fund (SWIF) estimates a total of **8,000** hours of Field Based Medical Management in Territory A, **4000** hours of Field Based Medical Management in Territory B; and **8000** hours of Field Based Medical Management in Territory C. Please note, these are yearly estimates only and do not represent any guarantee of work.

See **Attachment A** for geographical territory/territories.

Offeror Response

B. Prior Experience. Include experience in providing Field Based Medical Management Services on workers' compensation claims in Pennsylvania. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

1. Supply five (5) client references other than SWIF for whom the Offeror has provided these services in the last three (3) years.

Offeror Response

2. Provide proof/copy of URAC accreditation in medical case management. *Offerors must possess URAC accreditation in medical case management at the time of RFP.*

Offeror Response

C. Workers' Compensation Medicare Set-Aside:

In order to comply with 42 U.S.C. § 1395y(b)(2) and § 1862(b)(2)(A)(ii) of the Social Security Act, Medicare may not pay for a beneficiary's medical expenses when payment "has been made or can reasonably be expected to be made under a workers' compensation plan, an automobile or liability insurance policy or plan (including a self-insured plan), or under no-fault insurance." Medicare must always be secondary if another payment source is primary. If settling both the indemnity and medical portions of a workers' compensation claim where the claimant is a Medicare beneficiary, or may become a beneficiary, a Workers' Compensation Medicare Set-Aside (WCMSA) may be done. A WCMSA provides an allocation or projected future lifetime projection for all future work-injury-related medical expenses reimbursable by Medicare, to ensure that Medicare's interests are protected.

1. Please describe your approach to completion of WCMSA, including rated age, life care planning, preparation, and submission.
2. Provide the qualifications of your WCMSA staff.
3. Provide certificates for certifications from CMS.

Offeror Response

D. Personnel. Describe in narrative form the number of executive and professional personnel who will be engaged in the work, their location and key responsibilities when engaged in the Project.

1. Provide resumes, including all pertinent professional certifications, for all personnel who will be working on this project, along with proof that such personnel are employees of the Offeror (*i.e.*, wage and tax statements (W-2 forms) or pay stubs). Provide copies of all applicable certifications and license personnel has including driver's license. (At a minimum, all case managers should be RNs, Licensed Practical Nurse's (LPNs), or Certified Case Manager's (CCMs).)
2. Provide the names of all employees involved in the project and the duties each will perform, including the Project Manager.

Provide a complete organizational chart showing all personnel that will be working on the project and where each personnel will be located.

3. Notice of personnel changes (addition or deletions) must be communicated to SWIF immediately. In the case of deletions, the normal workload must be handled on a timely basis until replacements are hired and/or assigned to the project. The Offeror shall immediately notify the Department of General Service (DGS) and SWIF if any of its personnel are accused of any inappropriate or criminal behavior related to the duties specified in this RFP. The Offeror shall also notify the DGS and SWIF of any criminal prosecutions commenced against the Offeror or its personnel within ten (10) calendar days of charges being filed.

Offeror Response

E. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. **Positions which can be subcontracted can be for clerical support, billing, scheduling etc.** For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;

4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Note: Offerors may not utilize RN subcontractors to provide Field Based Medical Management services. RNs assigned by the Offeror to provide these services must be employees of the Offeror.

Offeror Response

F. Travel Expenses: The Commonwealth requires the selected Offeror to provide resources to meet the needs of the agencies at various locations (i.e. assigned work location) throughout the Commonwealth without the need for significant travel on the part of the resource. The Commonwealth will not reimburse the selected Offeror for travel, meals, lodging or other expenses except when the Commonwealth requires a resource to travel outside of his or her assigned location (i.e. assigned work location). Travel expenses will be reimbursed in accordance with the [Commonwealth Travel Policy](#) and [Commonwealth Management Directive 230.10](#).

SWIF will reimburse mileage for this contract. Mileage starts from the shortest distance from your origination point (SWIF Office, Offeror's Office or RN's home) directly to the SWIF Field Based Medical Management site and returning back to the SWIF Office, Offeror's Office or any other location, wherever is closest to the SWIF Field Based Medical Management site. **Mileage will be paid at current GSA published rates for privately owned vehicles.**

<http://www.gsa.gov/portal/content/100715>

Offeror Response

I-3. Training. Indicate recommended training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Offeror Response

I-4. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-5. Requirements.

A. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential 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.

Offeror Response

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:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - b. Identify essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

Offeror Response

3. Describe how your organization will communicate with staff and Offerors when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including Offerors), etc. and;

Offeror Response

4. Describe how and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

- I-6. Tasks.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

The Offeror will provide Field Based Medical Management services on those files referred by SWIF, including catastrophic claims, based on the following:

- A.** Upon referral from SWIF, the Offeror will contact the claimant and his/her attorney within forty-eight (48) hours of receipt of assignment. The RN shall provide the appropriate SWIF District Office and Home Office with an initial report within thirty (30) days of referral outlining the claimant's current medical status. Initial referrals for Field Based Medical Management will be for a period of time as determined by SWIF. Extensions must be approved by SWIF for each assignment.
- B.** The RN at SWIF's direction will meet at the appropriate SWIF office or hold discussion by phone. The RN shall assess the medical and rehabilitation needs of the claimant and coordinate appropriate medical care and establish a working relationship with the designated SWIF Claim adjuster(s). It is understood that the RN may be required to help in the preparation of and present testimony at hearings and/or depositions on referred files as directed by SWIF.
- C.** File reviews with the Offeror will be held every thirty (30) days or any other time period as determined by SWIF. These reviews will be held at SWIF's direction, the appropriate SWIF Office or by phone discussion.
- D.** In the case of a catastrophic injury as determined by SWIF, the Offeror will visit the claimant, in person, within twenty-four (24) hours of the date of said referral and submit within seven (7) days thereafter a report to the SWIF District Office, with copies to the Home Office. The Medical Management nurse will make telephone contact with the assigned SWIF nurse or the SWIF adjuster. This report will outline the claimant's current medical status including projected medical costs and methods to be used to control same. Thereafter, reports and itemized bills will be sent every thirty (30) days as required herein.
- E.** Reports or records required by the Offeror shall be obtained by the Offeror with proper approval of SWIF. The costs incurred by the Offeror in obtaining same shall be reimbursed by SWIF, as long as receipts for the information accompany the invoice submitted for services rendered. Independent Medical Examinations (IMEs) as authorized will be paid for by SWIF.

- F. Home Modifications/Need for Durable Medical Equipment. Upon referral from SWIF, the Offeror will be required to visit the injured workers' home to assess the need for home modification(s). If SWIF is in agreement with the home modification assessment, the Offeror will secure three (3) bids for the specific work to be performed and forward to the SWIF District Office and/or Home Office. Any durable medical equipment needed will be preapproved by SWIF and SWIF will determine the Offeror to be utilized for the purchase or rental of the equipment.

Offeror Response

I-7. Monthly Invoices and Reports.

- A. The Offeror shall submit computer-generated invoices on a monthly basis to the appropriate SWIF District Office for services rendered on each file referred. The invoices shall list the SWIF claim number, the claimant's name, the date of services and the Service Provider's Federal Identification Number/Social Security Number. The invoices must include a breakdown of charges and a detailed report of the work performed.
- B. The Offeror will also provide, in a format determined by SWIF, a monthly activity report listing the services provided for the period. In addition to the above, bidders will be responsible for submitting status reports on each file referred within fifteen (15) days of the assignment. Subsequent status reports are due at thirty (30), sixty (60) and ninety (90) day intervals from the assignment date. Reports will be reviewed by SWIF management and the Offeror on a monthly basis.
- C. Supply five (5) samples of Medical Management reports.

Offeror Response

- I-8. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to

the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 02 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.6 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission, or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor 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 Contract 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 contract.

The Contractor 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 Contract.

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 Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor 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 Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor 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 Contractor is unable to do any of the preceding, the Contractor 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 Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

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 Contract.

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

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 Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1A Compensation/Expenses (May 2008)

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

V.21 CONTRACT-015.2 Billing Requirements (July 2021)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- 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 Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (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 Contract. 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 Contractor as acceptance of the service performed by the Contractor. 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 Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor 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 Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor, or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania 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 contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor'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 Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

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 Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting 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;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;

16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order 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, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting 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 Contract.

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 Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract 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 Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor 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 contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor 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 to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor 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 Contract or a Purchase Order. The Contractor 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 the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting 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 contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting 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 contracting 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 Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or

claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, 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 Contractor 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 Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations*

Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("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 contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract 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 Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees, and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any

person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor 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 the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction.
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, 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 contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone 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.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.37 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law's provisions) and the decisions of the Pennsylvania courts. The Contractor 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 Contractor agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, 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 Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.44 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.48 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation

(July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.49 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth 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 claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and 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 at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.

- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, 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 the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor 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 the Contractor's possession arising out of this Contract 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 Contract.

d. If the Contractor 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 the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor 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, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor 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. The Contractor 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, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor 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 Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.52 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

COST SUBMITTAL
6100054582 MEDICAL CASE MANAGEMENT SERVICES
COST SUBMITTAL INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

Please read the instructions carefully

COST SUBMITTAL OVERVIEW (Tab 2)

1. Select the Cost Submittal Overview Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
NOTE: The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All data entered on the Cost Submittal Worksheet will automatically populate into the Cost Submittal Overview Tab.
4. The Cost Submittal will be evaluated for the Initial Term of the Contract

COST SUBMITTAL WORKSHEET (Tab 3)

1. Select the Cost Submittal Worksheet Tab at the bottom of this page.
 2. Fill in the unit price as applicable to each line item (highlighted in yellow)
- NOTE: Unit prices shall include meals, any applicable insurances, etc.

**RFP 6100054582
MEDICAL CASE MANAGEMENT SERVICES
COST SUBMITTAL**

OFFEROR NAME	CONTACT PERSON	
OFFEROR ADDRESS	EMAIL ADDRESS	
	PHONE NUMBER	FAX NUMBER
	VENDOR NUMBER	

COST SUBMITTAL 6100054582 MEDICAL CASE MANAGEMENT SERVICES				
Territory	Description	Total Estimated Hourly Usage	Hourly Price	Yearly Cost Estimate
TERRITORY A: Philadelphia District Office	Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties	8000.00		\$0.00
TERRITORY B: Harrisburg, Pottsville, Sunbury, and Scranton District Offices	Adams, Berks, Bradford, Carbon, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties	4000.00		\$0.00
TERRITORY C: Pittsburgh, Johnstown, and Erie District Offices	Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland Counties	8000.00		\$0.00
MSA	Description	Total Estimate of Each Case	Each Case Amount	Yearly Cost Estimate
Workers' Compensation Medicare Set-Aside	In order to comply with 42 U.S.C. § 1395y(b)(2) and § 1862(b)(2)(A)(ii) of the Social Security Act, Medicare may not pay for a beneficiary's medical expenses when payment "has been made or can reasonably be expected to be made under a workers' compensation plan, an automobile or liability insurance policy or plan (including a self-insured plan), or under no-fault insurance." Medicare must always be secondary if another payment source is primary.	25.00		\$0.00
			1 Year Total:	\$0.00
			3 Year Total	\$0.00

ATTACHMENT (A)__
Geographical Areas
Medical Case Management Services
RFP 6100052150

Supplier must be able to service the entire Geographical Unit(s) selected.

Commodity Code	Description of Service Category
TERRITORY A: Philadelphia District Office	Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties
TERRITORY B: Harrisburg, Pottsville, Sunbury, and Scranton District Offices	Adams, Berks, Bradford, Carbon, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York Counties
TERRITORY C: Pittsburgh, Johnstown, and Erie District Offices	Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland Counties

APPENDIX B

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Department of Labor and Industry (Covered Entity) and _____ (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding.

1. Definitions.

- a. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 C.F.R. §160.103.
- b. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. §160.103.
- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- d. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164.
- e. "Protected Health Information" or "PHI" means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the

HIPAA Regulations in 45 C.F.R. Parts 160, 162 and 164, including, but not limited to 45 C.F.R. §164.501.

- f. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164.
 - g. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160, 162 and 164.
2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the purposes of accomplishing work within the scope of Contract # _____ (Contract) according to the Contract's terms and except as otherwise stated in this Agreement.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the privacy provisions of 45 CFR § 164.502(e) related to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17934.
- b) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.
- c) **Appropriate Safeguards.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Department of Labor and Industry's Privacy Officer, or his designee, and the Department of Labor and Industry's legal office, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, access, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person other than the person committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- d) Reports Of Security Incidents.** In addition to following the breach notification requirements in section 13402 of the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and related regulations and guidance, Business Associate shall report to Department of Labor and Industry’s Privacy Officer, or his designee, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate will comply with all applicable federal and state breach notification requirements.
- e) Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual’s PHI within five (5) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within five (5) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws.
- f) Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- g) Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date that is six (6) years prior to the request or

April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.

- h) Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- i) Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- j) Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- k) Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy Rule.
- l) Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.
- m) Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

- n) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- o) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.
- p) **Privacy Practices.** The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. **OBLIGATIONS OF COVERED ENTITY:**

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable laws, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Medical Management
9/1/2016 - 8/31/2019

Renewed 2 years to 8/31/2021 - Highlighted Only

Renewed 3 months + 1 Year to 11/30/2022

Target Value Parent \$3,000,000

	<u>Zone</u>	<u>Encumbrance</u>	<u>Spent</u> 1/13/2021	<u>Remaining</u> 1/7/2022	<u>Spent</u> 1/7/2022
Primary					
Hoover Rehabilitation	A	\$2,275,000.00	\$2,106,723.98	\$627,449.90	\$1,647,550.10
	B	\$300,000.00		\$289,424.77	\$10,575.23
	C	\$300,000.00	\$149,931.22	\$291,568.57	\$8,431.43
	Totals:	\$2,875,000.00	#####	\$1,208,443.24	\$1,666,556.76
Secondary					
Everest Care Management Inc.	A - B - C	\$250,000.00	\$0.00	\$250,000.00	\$0.00
	Totals:	\$250,000.00	\$0.00	\$250,000.00	\$0.00
Procura Management Inc	No Assignments		\$0.00		
United Review Services	A	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$0.00
	Totals:	\$3,000,000.00	#####	\$3,000,000.00	\$0.00
Alaris Group Inc	C	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$0.00
	Totals:	\$3,000,000.00	#####	\$3,000,000.00	\$0.00
	Grand Totals:	\$9,125,000.00	#####	\$7,458,443.24	\$1,666,556.76

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, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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: _____

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION FOR MULTIPLE AWARD
CONTRACTS**

To the extent permitted by the laws and treaties of the United States, this certification will be used by the Agency in making a best value selection for each particular assignment. Each quote will be evaluated for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those suppliers who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, suppliers must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the supplier for this criterion.

I, _____ [title] of _____ [name of Contractor] a
_____ [place of incorporation] corporation or other legal entity, (“Contractor”) located at

[address], do hereby certify and represent to the Commonwealth of Pennsylvania (“Commonwealth”) (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Netherland with respect to Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea Republic of, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Moldova Republic of, Montenegro, New Zealand, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Ukraine and the United Kingdom.

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity’s Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date



BDISBO MEETING FOR Medical Case Management Services, RFI #6100054582	
Date:	1.27.2022
Bureau:	DGS
Project Name:	Medical Case Management Services

ATTENDEES			
<input checked="" type="checkbox"/>	Name	Agency	E-mail
<input checked="" type="checkbox"/>	Janine Pappalardo	DELTA DEVELOPMENT GROUP	jpappalardo@deltaone.com
<input checked="" type="checkbox"/>	Mike Ness	Everest	mness@everestcm.net
<input checked="" type="checkbox"/>	Terry Folk	Hoover	tfolk@hooverinc.com
<input checked="" type="checkbox"/>	Reed Galinac	Hoover	rgalinac@hooverinc.com
<input checked="" type="checkbox"/>	Kelly Myers	Hoover	kmyers@hooverinc.com
<input checked="" type="checkbox"/>	Jeff Wilson	Berry's Solution Group	jeff@berrysolutionsgroup.com govadmin@berrysolutionsgroup.com
<input checked="" type="checkbox"/>	John Berry	Berry's Solution Group	john@berrysolutionsgroup.com
<input checked="" type="checkbox"/>	Tom Holloway	360 Management	tom@360-mgt.com
<input checked="" type="checkbox"/>	Michelle Repman	Presque Isle	michelle@pirehab.com
<input type="checkbox"/>	Alison Orashan	Genex Services	Alison.orashan@genexservices.com
<input type="checkbox"/>	Jen Herbert	Genex Services	Jen.herbert@genexservices.com
<input checked="" type="checkbox"/>	Twila Wallmann	Paradigm	twila.wallmann@paradigmcorp.com
<input checked="" type="checkbox"/>	Towanda Huff	Absolute Staffing & Consulting	thuff@ascsl.com
<input checked="" type="checkbox"/>	Andy Hobbie	HealthSkil	ahobbie@theckhobbiegroup.com
<input checked="" type="checkbox"/>	Louis Bullock	SQN Systems	lbullock@sqnsystems.com
<input checked="" type="checkbox"/>	Terry Tremayne	A2Z Diversity	tremayne.terry@a2zdiversity.com
<input checked="" type="checkbox"/>	Jeremy Mock	EGA Associates	jeremymock@egaassociates.com

Goal Setting Information
Session

RFP 6100054582 Medical Case
Management

Issuing Officer –
Crystal Zelinski–
czelinski@pa.gov



pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES



January 27, 2022 11:00 AM

What's the Point?



Small Diverse Business Enterprise (SDB) and Veteran Business Enterprise (VBE) Jaggaer References:

Description

- #6. Small Diverse Business (“SDB”) and Veteran Business Enterprise (“VBE”) Participation
- #7. New SDB and VBE Goal Information Session
- #14. Proposal Format
- #15. Mandatory Responsiveness Requirements

Questions – RFP Questions

- Group 1.2 – Small Diverse Business Participation
- Group 1.3 – Veteran Business Enterprise Participation

A Bidder/Offeror’s failure to meet the SDB participation goal in full and the VBE participation goal in full, or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of either the SDB or VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive

Solicitation Specific Goals



RFP 6100054582 Medical Case Management	SDB	VBE
	9%	3%

- Available subcontracting opportunities across the entire state for the applicable services,
- Availability of DGS-verified SDB/VBEs to perform commercially useful functions, and
- Historical analysis of similar projects within the last 3 years.

Primes are welcome to exceed the goal!



SDB and VBE Classification

Vendors must self-certify as a Small Business (SB) prior to SDB/VBE validation.

SB Eligibility Requirements

- The business must be a for-profit, United States business.
- The business must be independently owned.
- The business may not be dominant in its field of operation.
- The business may not employ more than 100 full-time equivalent employees.
- The business may not exceed three-year average gross revenues of \$38.5 Million, regardless of business type (effective 11/1/2018).

Small Diverse Business (SDB)

Goal oriented

- Minority Business Enterprise (MBE)
- Woman Business Enterprise (WBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)
- LGBT Business Enterprise (LGBTBE)
- Disability-Owned Business Enterprise (DOBE)

Veteran Business Enterprise (VBE)

Goal oriented

- Veteran Business Enterprise (VBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)

SDBs and VBEs must be certified/valid as of bid close due date and time.

Finding SDBs and VBEs

Utilization Compliance will be closely monitored and enforced

The screenshot shows the 'Supplier Search' page of the Pennsylvania Department of General Services. At the top left is the state logo and 'pennsylvania DEPARTMENT OF GENERAL SERVICES'. The page title is 'Supplier Search'. A navigation bar includes 'Home', 'PA eMarketplace', and 'Search Contracts'. A note explains that searches will find suppliers qualified for ITQ contracts and registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO). There are two search sections: 'Quick Search' with a text input for 'Supplier Name or SAP Number', a 'Search' button, and a 'Reset' button; and 'Advanced Search'. Below the search sections, there is a 'Show 10 entries' dropdown, 'Export to Excel', and 'Reset Search Criteria' buttons. A table header is visible with columns: 'Supplier (click on name to display full record)', 'Contact', 'Address', 'SB Exp Date', 'SDB', and 'COSTARS'.

<http://www.dgs.internet.state.pa.us/suppliersearch>

Finding SDB/VBE vendors

- <http://www.dgs.internet.state.pa.us/suppliersearch>
- Access Search Guide -
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Documents/Finding%20SBs%20and%20SDBs.pdf>
- Supplier Search assistance available from Issuing Officer or Bureau of Diversity Procurement Liaison

Quick Search

[Home](#) [PA eMarketplace](#) [Search Contracts](#)

Note: The below searches (Quick Search and Advanced Search) will search suppliers who are qualified for one or more Invitation to Qualify (ITQ) Contracts AND suppliers registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) as a small business or small diverse business. Use the Quick Search to search by Vendor Name or Vendor Number. Use the Advanced Search to search by Small, Small Diverse, ITQ Contracts, COSTARS and UNSPC codes.

Quick Search

Supplier Name or SAP
Number

Search

Reset

IMPORTANT: Always click **Reset** prior to a new search to clear parameters from previous searches

Advanced Search

Show entries

[Export to Excel](#)

[Reset Search Criteria](#)

Supplier (click on name to display full record)	Contact	Address	SB Validity Dates	SDB Validity Dates	VBE Validity Dates	COSTARS
21ST CENTURY MEDIA NEWSPAPER LLC	ROBERT BUTKINS sales@nittanyvalley.com					No
22 GROUP, LLC ()	Caroline M. Harper	757 PUBLIC RD	9/23/2019-	9/23/2019-		No

To search or browse ALL Small and Small Diverse Businesses by Name OR 6-digit SAP Number (option also available through Advanced Search)

Advanced Search

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier

- Select all Classifications
- Select all Small Diverse Business Classifications

- Find only vendors that have all selected classifications
- Find only vendors that have at least one selected classification

← Select one or more classifications. To pull only SDBs, check "Select all Small Diverse Business Classifications" below. To Include SBs, check "Small Business".

UNSPSC Description

Enter a brief code description (e.g. Door)

Type in any part of a UNSPSC code description to find vendors who have selected that UNSPSC code. ex: Landscaping will find vendors who have selected any UNSPSC code that has landscaping anywhere in the description. Click here to download the entire list in Excel format.

← OR ↓

UNSPSC Codes

- 10000000 - Live Plant and Animal Material and Accessories and Supplies
- 11000000 - Mineral and Textile and Inedible Plant and Animal Materials
- 12000000 - Chemicals including Bio Chemicals and Gas Materials
- 13000000 - Resin and Rosin and Rubber and Foam and Film and Elastomeric Materials
- 14000000 - Paper Materials and Products
- 15000000 - Fuels and Fuel Additives and Lubricants and Anti corrosive Materials
- 20000000 - Mining and Well Drilling Machinery and Accessories
- 21000000 - Farming and Fishing and Forestry and Wildlife Machinery and Accessories
- 22000000 - Building and Construction Machinery and Accessories
- 23000000 - Industrial Manufacturing and Processing Machinery and Accessories
- 24000000 - Material Handling and Conditioning and Storage Machinery and their Accessories and
- 25000000 - Commercial and Military and Private Vehicles and their Accessories and Components
- 26000000 - Power Generation and Distribution Machinery and Accessories

Click arrow to expand Segment for additional codes

Browse and select one or more codes. Don't know the codes you want? Download the entire list in Excel. See slide 13 to understand the UNSPSC code hierarchy.

- Find only vendors that have all selected UNSPSC codes
- Find only vendors that have at least one selected UNSPSC code

Advanced Search

Use multiple filters to restrict your search results to exactly what and where you need.

PA Counties

- Grant County
- Clearfield County
- Clinton County
- Columbia County
- Crawford County
- Cumberland County
- Dauphin County
- Delaware County
- Elk County
- Erie County
- Select all Counties

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran-Owned Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier

UNSPSC Codes

- 30100000 - Structural components and basic shapes
- 30110000 - Concrete and cement and plaster
- 30120000 - Roads and landscape
- 30130000 - Structural building products
- 30140000 - Insulation
- 30150000 - Exterior finishing materials
 - 30151500 - Roofing materials
 - 30151600 - Roofing accessories
 - 30151700 - Rain gutters and accessories
 - 30151800 - Siding and exterior wall materials
 - 30151900 - Finishing materials and products
 - 30152000 - Fencing

Find only vendors that have all selected UNSPSC codes
 Find only vendors that have at least one selected UNSPSC code

Search Results

Advanced Search

Show 25 entries

Export to Excel [Reset Search Criteria](#)

Supplier (click on name to display full record)	Contact	Address	SB Validity Dates	SDB Validity Dates	VBE Validity Dates	COSTARS
ADVANCED AUDIO VISUAL SALES INC	JOHN GREENE DIRECTOR OF SALES John.Greene@advancedav.com (Phone) 610-719-6194 (Fax) 610-692-8421	208 CARTER DRIVE SUITE 7 WEST CHESTER, PENNSYLVANIA 19382 (Phone) 610-719-6194				No
ADVANCED BUILDING CONTROLS LLC (DBA ADVANCED BUILDING CONTROLS LLC)	Craig Connelly CCONNELLY@ADVANCEDBLDGCONTOLS.COM (Phone) 215-520-9964	PO BOX 303 HOLICONG, PENNSYLVANIA 18928 (Phone) 215-520-9964	2/11/2019-2/28/2021			No
ADVANCED BUILDING PERFORMANCE INC ()	Pei Pei Cavalier PEIPEI@ABPCX.COM (Phone) 301-760-9989	11225 HURDLE HILL DR POTOMAC, MARYLAND 20854 (Phone) 301-760-9989 abpcx.com	12/20/2019-12/20/2021	12/20/2019-12/20/2021		No
ADVANCED CLEANING SOLUTIONS LLC (ADVANCED CLEANING SOLUTIONS LLC)	Nicholas Ward cleanteam@advancedsolutionsPA.com (Phone) 610-597-0012	PO BOX 3223 ALLENTOWN, PENNSYLVANIA 18105	2/27/2018-3/31/2020	2/27/2018-3/31/2020	2/27/2018-3/31/2020	No

Certified Small Businesses

- Advanced Building Controls LLC
- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Small Diverse Businesses

- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

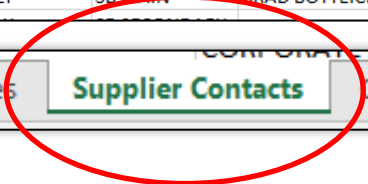
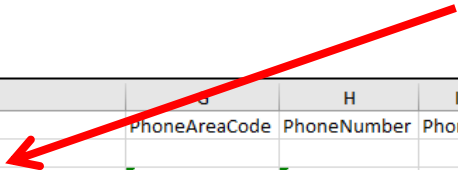
Veteran Business Enterprise

- Advanced Cleaning Solutions LLC

Excel Export Results – Supplier Contacts

Excel Export Results includes Vendor ID, Supplier Name, Contact Name, Email, Phone, Fax

	A	B	C	D	E	F	G	H	I	J	K
1	SAP Number	Supplier Name	Contact Name	Name	Title	Email	PhoneAreaCode	PhoneNumber	PhoneEx	FaxAreaCo	FaxNumber
2	104279	CA WEISS SALES LLC	CORPORATE			caweiss@comcast.net					
3	104279	CA WEISS SALES LLC	SB MAIN	KRISTY ZARICHNIAK		kristyz@comcast.net	610	4588864		610	4588875
4	119565	DUFF SUPPLY COMPANY	CORPORATE	ALEX DUFFINE	VP	DFRANK@DUFFCOMPANY.COM	610	2754453	147	610	2796299
5	119565	DUFF SUPPLY COMPANY	REMITTO	BARB COHEN		bcohen@duffco.com	610	2754453	149	610	2756761
6	119565	DUFF SUPPLY COMPANY	SB MAIN	ALEX DUFFINE		aduffine@duffco.com	610	2754453			
7	119565	DUFF SUPPLY COMPANY	SB SECONDARY			info@duffco.com					
8	122594	HOUCK SERVICES INC	CORPORATE			jherrold@houcks.com					
9	122594	HOUCK SERVICES INC	SB MAIN	JARROD HERROLD		jherrold@houcks.com	717	6573302		717	6579805
10	122594	HOUCK SERVICES INC	SB SECONDARY			kgussler@houcks.com					
11	134717	PENN STATE ELECTRIC MECHANICAL	CORPORATE			razmataz33@aol.com					
12	134717	PENN STATE ELECTRIC MECHANICAL	SB MAIN	RAZ SUGARWALA		razmataz33@aol.com	717	2992090		717	2992297
13	134717	PENN STATE ELECTRIC MECHANICAL	SB SECONDARY			ksing6027@yahoo.com					
14	135270	BARBARA J SALES ASSOC INC	CORPORATE			barb@barbarajsles.com					
15	135270	BARBARA J SALES ASSOC INC	SB MAIN	BARBARA SMITH		barb@barbarajsales.com	412	5233398		800	8137122
16	135270	BARBARA J SALES ASSOC INC	SB SECONDARY			willsmith@willjservices.com					
17	137893	IDA YEAGER SALES INC	CORPORATE			idayeagersales@zoominternet.net					
18	137893	IDA YEAGER SALES INC	SB MAIN	IDA LAQUATRAYEAGER		idayeagersales@zoominternet.net	724	4525260		724	4521072
19	144061	CONSTRUCTION TOOL SERVICE INC	CORPORATE			ehuss@constructiontoolservice.com					
20	144061	CONSTRUCTION TOOL SERVICE INC	SB MAIN	BETTY CONNELLY		bconnelly@constructiontoolservice.com	412	6816673		412	6819185
21	144061	CONSTRUCTION TOOL SERVICE INC	SB SECONDARY			bcgoodwork@aol.com					
22	145576	BURKE & MICHAEL INC	CORPORATE			MARYFRANCES@BURKEANDMICHAEL.COM					
23	145576	BURKE & MICHAEL INC	SB MAIN	MARY FRANCES HOGAN		maryfrances@burkeandmichael.com	412	3212301		412	3214582
24	153927	COOPER TRADING INC	CORPORATE			cti@ctipa.com					
25	153927	COOPER TRADING INC	SB MAIN	PETER COOPER		pete@ctipa.com	724	8618830		724	8618832
26	153927	COOPER TRADING INC	SB SECONDARY			debbie@ctipa.com					
27	157009	CONTRACT HARDWARE AND SUPPLY	CORPORATE			cristil@chsupplyinc.com					
28	157009	CONTRACT HARDWARE AND SUPPLY	SB MAIN	BRAD BOTTEICHER		bradb@chsupplyinc.com	814	9412340		814	9412342



Suppliers	Supplier Addresses	Supplier Contacts	Counties	Supplier Classifications	ITQs	ITQ Contracts	UNSPSC Codes
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New Forms and Processes

Attachment A

- SDB/VBE Instructions – *SDB-1/VBE-1 READ*
- SDB/VBE Participation Submittal – *SDB-2/VBE-2*
- SDB/VBE Utilization Schedule – *SDB-3/VBE-3*
- Letter of Commitment – *SDB 3.1/VBE-3.1*
- Guidance for Good Faith Effort (GFE) Waiver – *SDB-4/VBE-4 READ*
- GFE Waiver – *SDB-5/VBE-5*

SDB Submittal Instructions – SDB-1

SDB-1 INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **SDB Participation Goal:** The SDB participation goal is set forth in the eMarketplace advertisement and also in the Notice to Bidders. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.
- II. **SDB Eligibility:**
 1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
 2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the SDB Utilization Schedule (SDB-3). A firm whose SDB verification is pending or**

SDB Submittal – SDB-2

SDB-2 SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.
Click on bold titles to navigate to that specific page.

CRITICAL
✓ Check One, and Only One, Box

I agree to meet the SDB

participation goal in full.

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule**

I am requesting a full waiver of the SDB

participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request for**

SDB Utilization Schedule – SDB-3

SDB-3 SDB UTILIZATION SCHEDULE

CRITICAL
✓ Verify SDB/VBE
validity

Show SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor, supplier, or manufacturer (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Dollar Value of Commitment (after applying any calculation per SDB-1, Section IV, Calculating SDB participation)
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: 0	Total \$ amount: \$0

Letter of Commitment SDB-3.1

CRITICAL

✓ Complete all shaded areas.

SDB-3-1 LETTER OF COMMITMENT

as confirmation of the commitment by the prime Bidder or Offeror
as (SDB) on the below-referenced Solicitation/Project.

Company Name: _____

	Bidder/Offeror Information	SDB Information
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the term of the prime contract, as more specifically set forth below:

Services or supplies the VBE will provide:	
Specific Time Frame the VBE will provide the services or supplies:	

Dollar Value of Commitment. These services or supplies represent \$ _____ for the term of the contract.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Printed name

Acknowledged

Printed name

SDB to
expect a
letter and
SIGN it!

Guidance to Document GFE SDB-4

READ, READ, READ

- The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the participation goal.
- Prime must complete all components of the GFE paperwork. Details/Evidence are important, proof is required.
- Carefully review SDB and VBE submittal Instructions, specifically Section VI of SDB/VBE-1 which lists pertinent items as Fatal errors.

Good Faith Efforts Packet SDB-5

Good Faith Efforts (GFE) Partial or Full Waiver

- Identified Items of Work Applicant Made Available to SDBs (Part 1)
- Identified SDBs and Record of Solicitations (Part 2)
- SDB Outreach Compliance Statement (Part 3)
- Additional Information Regarding Rejected SDB Quotes (Part 4)
- SDB Subcontractor Unavailability Certificate (Part 5)

SDB GFE Documentation – SDB-5

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	
Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Complete all five parts

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

GFE Waiver – Part 1

Identify Items of Work Offeror Made Available to SDBs

CRITICAL

✓ List all components of work offered for subcontracting.

that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified possible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage for SDB participation met or exceeded the SDB participation goal set for the procurement.

Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

GFE Waiver – Part 2

Identified SDBs and Record of Solicitations

CRITICAL
 ✓ Specifics and Details
 are important

Offeror must provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB was being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the Solicitation Schedule (SDB-2).

Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

GFE Waiver – Part 3

SDB Outreach Compliance Statement

CRITICAL
✓ Documentation for
Part 1

1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:

2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.

3. Offeror made the following attempts to contact the Identified SDBs:

4. Bonding Requirements (Please Check One):

This project does not involve bonding requirements.

Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):

GFE Waiver – Part 4

Additional Information Regarding Rejected SDB Quotes

CRITICAL
 ✓ Documentation for Part 2

Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, provide the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

GFE Waiver – Part 5

Subcontractor Unavailability Certificate

CRITICAL

✓ Required for each vendor listed in Part 1

_____ is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

Best Practices

Do's

- Read the solicitation and all instructions completely.
- Submit SEPARATE SDB and VBE submittal forms.
- Validate subcontractor SDB/VBE status in DGS Supplier Database.
- Ensure that all appropriate forms are completed and signed correctly.
- Submit questions early per the solicitation requirements.

Don'ts

- Make any assumptions.
- Copy SDB submittal paperwork. Download and complete the VBE submittal separately, titles and accuracy matter.
- Skip any portion of the GFE request documentation.
- Forget to verify subcontractor status as current SDB/VBE in DGS Supplier Database.

Notes

- READ, READ, READ, solicitation instructions completely.
- Subcontractors identified in SDB-3, Utilization Schedule must be validated as of bid due date and time.
- Model Form SDB/VBE Subcontractor Agreement is provided for informational purposes only (1.2.3 and 1.2.3)
To be completed by award winning vendor only.

REMINDER

Failure to submit fully completed SDB and VBE submittal packets or GFE waiver request documentation will result in removal of your bid for award consideration

Questions?



BDISBO Contact Info

Bureau of Diversity, Inclusion and Small Business Opportunities

North Office Building
401 North Street, Room 611
Harrisburg, PA 17120-0500
717.783.3119

GS-BDISBO@pa.gov



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

TECHNICAL SUBMITTAL

- I-1. Statement of the Project.** State in succinct terms your understanding of the project presented, or the services required by this RFP.

Offeror Response State Workers' Insurance Fund (SWIF – Commonwealth Department of Labor and Industry) is seeking qualified, URAC accredited and certified case management service partners to provide Field Based Medical Case Management and Workers' Compensation Medicare Set-Aside (WCMSA) services on referred SWIF workers' compensation claims.

The goal and purpose of these services is to manage the medical aspects of these claims to cost-effectively control medical and indemnity costs, and to provide goal-oriented case management services to injured workers and SWIF insureds, as well as to serve as an objective, qualified, professional on-site resource to SWIF claims staff, to augment claims management efforts, and to assist injured workers through the medical and recovery process to reach maximum medical improvement and return to the work force and a return to a productive life style.

Nurse case management services will be geared toward assuring that SWIF injured workers are treating medically on-panel for compensable injuries; that job descriptions are being obtained and developed in cooperation with SWIF insureds, and presented to treating providers to facilitate timely, medically-approved return to work in modified, light duty and full duty capacity; that approved durable medical equipment, medications, and therapeutic services are coordinated, and supplied by SWIF in-network providers to provide maximum discounts and savings below workers' compensation medical fee schedule; that medical appointments are attended to obtain medical updates from medical providers, and clarify issues relative to recovery and return to work; that timely reports and updates are presented to SWIF claims staff to provide relevant information crucial to claims decision-making; that case management staff provides Official Disability Guidelines information based upon claimant injury ICD-10 diagnosis coding and claimant-specific comorbidities and confounding factors, to present claims staff a view of projected disability days, and a claims "risk assessment" profile; that case management staff can be accessed as a claims resource in decision-making regarding timing of the independent medical examination process, as well as suggesting targeted provider specialties for exams; that case management staff can provide disability day and treatment duration information to claims staff to assist in determining relevancy of filing a Utilization Review with the Pennsylvania Workers' Compensation Bureau to address the reasonableness and necessity of ongoing provider care; that nurse case coordinators provide specialized, intensive case management and monitoring services on trauma and catastrophic injury cases from initial hospitalization, through the continuum of care from intensive inpatient hospitalization, inpatient rehabilitation hospitalization, outpatient care and services, and planning for home modification, potential alternate placement, and specialized durable medical equipment and supplies; and that case management staff assist in the return-to-work process, working with the injured worker, the SWIF claim handler, the treating provider, and the insured, to facilitate successful resolution.

WCMSA services are designed to assist SWIF in successfully resolving claims meeting Medicare submission and review guidelines to ensure that Medicare Secondary Payer Statute is followed, and that SWIF's interests are protected in alternate medical and indemnity resolution and settlement.

I-2. Qualifications.

A. Company Overview.

1. Offeror must have a minimum of five (5) years of experience providing Field Based Medical Management Services for workers' compensation claims in Pennsylvania.
2. Offeror is required to possess Utilization Review Accreditation Commission (URAC) accreditation in medical case management.
3. Offeror must have a complete and thorough knowledge of PA Workers' Compensation Law as it pertains to providing Field Based Medical Management on Workers' Compensation claims.
4. Personnel assigned by the Offeror to provide these services must be Registered Nurses (RNs) with experience in managing Workers' Compensation claims.
5. RN Case Managers must be physically located in the geographical territory/territories in which the services are provided as outlined herein. Offeror should only bid the territory or territories that they can effectively service. Offerors will be reviewed on their ability to perform all the necessary services within the territory/territories bid. If Offeror elects to bid all territories, Offeror will be evaluated on ability to service the entire State. Offerors may select any or all of the territories outlined, however, **selected territories must be serviced entirety.**

State Workers Insurance Fund (SWIF) estimates a total of **8,000** hours of Field Based Medical Management in Territory A, **4000** hours of Field Based Medical Management in Territory B; and **8000** hours of Field Based Medical Management in Territory C. Please note, these are yearly estimates only and do not represent any guarantee of work.

See our JAGGAER system upload 1.1.2 Additional Attachments 1. Hoover Staff Locations & Organizational Chart for geographical territory/territories.

Offeror Response Incorporated in November 1979, Hoover Rehabilitation Services, Inc. (Hoover), offers workers' compensation medical and vocational rehabilitation and case management services and in excess of four decades of expertise in the provision of field-based medical management services. Hoover's executive and administrative staff is comprised of credentialed and certified rehabilitation, case management, legal, and account management professionals with an average of more than 25 years of service with Hoover, with a number of staff who have been with Hoover since its inception.

Hoover currently employs a staff of nearly 50 registered nurses (RNs) in the Atlantic Region, 38 of whom are located and provide services in Pennsylvania, with an aggregate, average length of service of more than seven years with Hoover, while our nurse supervisors average more than 20 years of service with Hoover.

All field-based case management staff have extensive training in Pennsylvania workers' compensation law, and have undergone ongoing training in workers' compensation case management to meet the strict professional criteria Hoover requires of its case management staff, in compliance with URAC (Utilization Review Accreditation Commission) protocols and standards. Hoover has held URAC full accreditation in case management since the year 2000, and has consistently met URAC's audited evidence-based measures and benchmarks of excellence.

Hoover also possesses the following industry credentials and qualifications: Peer Review Organization – Certified by the Insurance Department of the Commonwealth of Pennsylvania relative to Act 6 of 1991; Workers' Compensation Managed Care Organization (WCMCO) – Approved by the New Jersey Department of Banking & Insurance; Decision Point Review-Precertification Organization – Approved by the New Jersey Department of Banking & Insurance; Utilization Review Provider – Approved by the Michigan Department of Labor and Economic Opportunity Workers' Disability Compensation Agency; Utilization Review Agent Certification – State of Tennessee Department of Commerce and Insurance - Tennessee Department of Labor and Workforce Development Registration Number: U00000048; and National Board of Certified Counselors, Inc. & Affiliates (NBCC) – Approved continuing education provider (Provider #5472).

As indicated, Hoover has RN case management staff located throughout the Commonwealth, who are experienced in providing workers' compensation case management services. Hoover is bidding all territories (Territory A, B, and C). It is understood that RN case managers must be physically located in the territories in which services are provided, and the selected territories must be serviced entirely. Hoover offers the following staffing overview, demonstrating its ability to fully cover and service the entire state.

Territory A:

Theresa Hasson, RN, CCM
Deborah Katzaman, RN, CCM
Beth Reber, RN, CCM
Marlenah Lusby, RN, BSN
Sharon Offutt, RN, CCM
Stephanie Sarvat, RN
Linda Evans, RN
Bernadette Hart, RN
Carol Swendsen, RN
Lacie Tome, RN
Beth Redwine, RN, BSN
Robert McGriff, RN, BSN
Susan Shirey, RN

Territory B:

Kathy Shimer, RN, BSN
Dawn Pearce, RN
Janet DiMaria, RN, CCM, CDMS
Kelly Noss, RN-BC
Laura Robertson, RN, BS
Robert Martin, RN
Melinda Correa, RN
Karen Harman, RN
Thomas, DiMaria, RN, CCM
Kim E. Enigk, RN, BSN
Marlene Major, RN
Carin Townsend, RN, BSN
Nicole Burrell, RN, BSN

Territory C:

Denise Wilson, RN, CCM
Carolyn Burk, RN
Steven Collins, RN, CCM
Amy McCracken, RN
Tracey May, RN
Sue Yingling, RN
Maxine Ruble, RN
Kimberly Houck, RN
Nancy Morrison, RN
Jennifer Rua, RN
Jessica Woods, RN, BSN
Nichole Liston, RN

See our JAGGAER system upload 1.1.2 Additional Attachments 1. Hoover Staff Locations & Organizational Chart for an overview of Hoover nurses and their locations in SWIF's territories.

In addition to Hoover nurses located throughout the Commonwealth, Hoover has offices located in the following areas:

Hoover's Corporate Center is located in SWIF's Territory B

Hoover Corporate Center
1970 Technology Parkway
Mechanicsburg, PA 17050
Telephone: (800) 692-7294

Hoover's office location in SWIF's Territory A

325 Sentry Way, Building 5W, Suite 229
Blue Bell, PA 19422
Telephone: (215) 631-9770

Hoover's office location in SWIF's Territory C

2009 Mackenzie Way, Suite 100
Cranberry Township, PA 16066
Telephone: (412) 366-9120

Hoover also has offices in Greensboro, NC and Hunt Valley, MD

We understand that State Workers Insurance Fund (SWIF) estimates a total of **8,000** hours of Field Based Medical Management in Territory A, **4000** hours of Field Based Medical Management in Territory B; and **8000** hours of Field Based Medical Management in Territory C. We also understand that these are yearly estimates only and do not represent any guarantee of work.

B. Prior Experience. Include experience in providing Field Based Medical Management Services on workers' compensation claims in Pennsylvania. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

1. Supply five (5) client references other than SWIF for whom the Offeror has provided these services in the last three (3) years.

Offeror Response Hoover possesses 42 years of experience and expertise in providing workers' compensation Field Based Medical Case Management in the Commonwealth of Pennsylvania, and has been a case management service provider to the following customers for many years, as indicated below. Hoover is also currently providing statewide Field Base Medical Case Management services to SWIF, and has a long-standing service partnership with SWIF.

Nicole A. Carruth, CPCU, AIC-M, AINS, SCLA, CWCP
Director, Workers' Compensation & Managed Care
Penn National Insurance Company
Two North Second Street
P.O. Box 2361
Harrisburg, PA 17105-2361

Telephone: (717) 255-6801
ncarruth@pnat.com

Hoover has served as Case Management Service Provider for 26 years.

Staci L. Ulp, AIC
Executive Vice President & COO
Inservco Insurance Services
2 North Second Street
Harrisburg, PA 17101

Telephone: (800) 356-0438 extension 4057
sulp@pnat.com

Hoover has served as Case Management Service Provider for 25 years.

Suzanne Emmett, Senior Vice President-Claims and Corporate Compliance
Eastern Alliance Insurance Group
P.O. Box 83777
Lancaster, PA 17608-3777

Telephone: (888) 654.7100
semmett@eains.com

Hoover has served as Case Management Service Provider for 20 years.

Amanda Burgess, RN
Vice President, Experience
Erie Insurance Group
100 Erie Place
Erie, PA 16510

Telephone: (814) 520-3310
Amanda.Burgess@ErieInsurance.com

Hoover has served as Case Management Service Provider for 12 years.

Glenna A. Hirschy, CPCU, AIC, AIM, MBA
Senior Manager - Workers' Compensation Claims
Brotherhood Mutual Insurance Company
PO Box 2228
Fort Wayne, IN 46801

Telephone: (800) 333-3371, extension 5610
ghirschy@brotherhoodmutual.com

Hoover has served as Case Management Service Provider for 15 years.

2. Provide proof/copy of URAC accreditation in medical case management. *Offerors must possess URAC accreditation in medical case management at the time of RFP.*

Offeror Response Hoover possesses URAC full accreditation in Case Management (Case Management, 6.0 Accreditation Program) with Certificate Number CMT 007029-114684), with the most recent effective date of August 1, 2020 through August 1, 2023. Please see enclosed Certificate of Award.

See our JAGGAER system upload 1.1.2 Additional Attachments 2. Hoover URAC Accreditation Certificate.

C. Workers' Compensation Medicare Set-Aside:

In order to comply with 42 U.S.C. § 1395y(b)(2) and § 1862(b)(2)(A)(ii) of the Social Security Act, Medicare may not pay for a beneficiary's medical expenses when payment "has been made or can reasonably be expected to be made under a workers' compensation plan, an automobile or liability insurance policy or plan (including a self-insured plan), or under no-fault insurance." Medicare must always be secondary if another payment source is primary. If settling both the indemnity and medical portions of a workers' compensation claim where the claimant is a Medicare beneficiary, or may become a beneficiary, a Workers' Compensation Medicare Set-Aside (WCMSA) may be done. A WCMSA provides an allocation or projected future lifetime projection for all future work-injury-related medical expenses reimbursable by Medicare, to ensure that Medicare's interests are protected.

1. Please describe your approach to completion of WCMSA, including rated age, life care planning, preparation, and submission.
2. Provide the qualifications of your WCMSA staff.
3. Provide certificates for certifications from CMS.

Offeror Response The following describes the Workers' Compensation Medicare Set-Aside (WCMSA) process:

In order to comply with 42 U.S.C. § 1395y(b)(2) and § 1862(b)(2)(A)(ii) of the Social Security Act, Medicare may not pay for a beneficiary's medical expenses when payment "has been made or can reasonably be expected to be made under a workers' compensation plan, an automobile or liability insurance policy or plan (including a self-insured plan), or under no-fault insurance." Medicare must always be secondary if another payment source is primary. If settling both the indemnity and medical portions of a workers' compensation claim where the claimant is a Medicare beneficiary, or may become a beneficiary, a Workers' Compensation Medicare Set-Aside (WCMSA) may be done. A WCMSA provides an allocation or projected future lifetime projection for all future work-injury-related medical expenses reimbursable by Medicare, to ensure that Medicare's interests are protected.

Medicare Set-Aside Process (WCMSA):

Documents-Records:

1. Claimant should be medically-stable
2. Occupational Injury Form/Notice of Compensation Payable, with clear presentation of accepted injury(ies)
3. Print-out summary of Medical Expenses paid
4. Print-out summary of Indemnity Expenses Paid as well as expenses
5. Medical and billing records and reports
6. Utilization Review (URO) Determination reports and any appeals or Judge ORDERS (Official Bureau URO determinations can be accepted by CMS, and can potentially assist in limiting MSA future projected costs)
7. C & R documents and Judge's ORDERS

Rated Age:

After a preliminary review of the records, a brief medical history may be compiled, highlighting the accepted injury, all medications taken (to include non-work-related medications), co-morbid conditions (obesity, smoking history, diabetes, cardiovascular disease, cancer, etc.), and any information regarding available family history of diseases or early familial deaths. Several key medical records containing this previously-described information may be identified and prepared. This information is sent to a broker to reach out to life/annuity companies (i.e., Pacific Life, MetLife, New York Life, Prudential, etc.) to review and provide a "Rated Age" based upon the medical information in light of their statistical data. A Rated Age is provided in light of the claimant's medical history, co-morbid conditions and injuries. The rated age is an "impaired risk rating" determined when an underwriter at the annuity issuing life insurance company estimates that the claimant may not live a normal lifetime/life expectancy.

If rated ages are provided by multiple companies, CMS requires that the “Median Rated Age” be utilized in future projected costs. The Median Rated Age is utilized to determine life expectancy from use of the U.S. Life Tables, Table 1 (Total Population). As an example, a claimant aged 62 years would have a life expectancy of 21.7 years. However, if their rated age is 68 years, their life expectancy based upon the rated age would be 17.2 years. This number is used when calculating future lifetime costs.

Preparing the WCMSA:

All identifying information regarding the claimant and the claim are entered into the MSA report, to include the accepted injury, ICD-10 diagnosis codes, claimant’s age, rated age, and life expectancy, and a medical history of care and treatment since the date of injury. Also provided, is the current medical status relative to the compensable injury, and a projected future treatment plan encompassing all related care and treating providers.

Also included are all related medications, as well as DME and other treatment. However, although all related care may be listed, only Medicare-covered, payable treatment, medications, and other services are placed into the MSA future lifetime projected costs. Costs are projected utilizing workers’ compensation medical fee schedule for the claim jurisdiction, and medication costs are projected utilizing the Red Book Average Wholesale Price (AWP). All Medicare-covered treatment, services and medication costs are totaled to provide a profile allocated future lifetime cost. Future costs can be represented as a Lump-Sum allocation, as well as an alternate funding option reflecting a structured settlement arrangement, whereby an annuity can be purchased/utilized at a reduced initial cost, with a guaranteed future structure to fund all future Medicare-covered care. An initial deposit or “seed” is provided to fund initial costs such as future surgery, followed by annual payments for the life of the claimant to fund ongoing future care. Also identified, is whether the MSA is to be self-administered by the claimant, or professionally administered.

If requested to submit the WCMSA for CMS review, a CMS Consent to Release Form is completed by the claimant, including all relevant information, as well as the claimant initialing the appropriate area of the form explaining that the claimant/beneficiary has had the Workers’ Compensation Medicare Set-Aside Arrangement need and process explained to her/him, and she/he approves of the content of the submission.

The WCMSA Submission:

The WCMSA with all supporting records and documentation is submitted to CMS where it is assigned a Case Control Number and reviewed by CMS’s Review Contractor. If during the review process, additional information or clarification is needed to review the WCMSA, the Review Contractor will send the submitter a Development Correspondence identifying what information must be provided, or the review process will be discontinued until received.

When the Review Contractor completes the review, its report and recommendations are sent to the governing CMS Office for final review and determination. The CMS Regional Office will send correspondence to the submitter, claimant, and claimant counsel notifying of the approved amount of the MSA allocation for future treatment and medications, and any other conditions CMS has applied.

Finalizing the WCMSA:

The CMS approval letter specifies the following: “Approval of this WCMSA amount is not effective until the Centers for Medicare and Medicaid Services (CMS) receive a copy of the final executed workers’ compensation settlement agreement, which must include this approved WCMSA amount. Please include the CMS Case Control Number listed at the top of this letter in any correspondence.”

Once the final executed settlement agreement is submitted to CMS, the WCMSA process is finalized. However, the claimant/beneficiary or representative/administrator must follow all administration and reporting rules to remain fully compliant and covered with the administration process, WCMSA staff have medical background and experience in reviewing and analyzing medical records, and are trained in Medicare Secondary Payer Statute and all CMS standards and processes required for the Medicare Set-Aside process. WCMSA staff also are trained in jurisdictional medical fee schedule guidelines and utilize the Hoover bill review system to obtain current medical fee schedule information for all projected future Part A and Part B medical care, treatment and services, and to provide Red Book current Average Wholesale Price (AWP) for all projected future prescription medication pricing utilized in the Medicare Set-Aside.

WCMSA staff have either a minimum RN license, and are supervised by Terry Folk, who holds Life Care Planning certification (CLCP), Medicare Set-Aside Certified Consultant certification (MSCC), as well as certification as a Rehabilitation Counselor (CRC), Medical Case Manager (CCM), and Disability Management Specialist (CDMS). Mr. Folk is also actively involved in providing Medicare Set-Aside services. Copies of certificates of Certification are provided as documentation for this RFP response.

See our JAGGAER system upload 1.1.2 Additional Attachments 3. Certificates Held – (by our Designated Project Manager Terry Folk, CRC, CDMS, CCM, CLCP, MSCC – Supervision of WCMSA Process)

D. Personnel. Describe in narrative form the number of executive and professional personnel who will be engaged in the work, their location and key responsibilities when engaged in the Project.

1. Provide resumes, including all pertinent professional certifications, for all personnel who will be working on this project, along with proof that such personnel are employees of the Offeror (*i.e.*, wage and tax statements (W-2 forms) or pay stubs). Provide copies of all applicable certifications and license personnel has including driver's license. (At a minimum, all case managers should be RNs, Licensed Practical Nurse's (LPNs), or Certified Case Manager's (CCMs).)
2. Provide the names of all employees involved in the project and the duties each will perform, including the Project Manager.

Provide a complete organizational chart showing all personnel that will be working on the project and where each personnel will be located.

3. Notice of personnel changes (addition or deletions) must be communicated to SWIF immediately. In the case of deletions, the normal workload must be handled on a timely basis until replacements are hired and/or assigned to the project. The Offeror shall immediately notify the Department of General Service (DGS) and SWIF if any of its personnel are accused of any inappropriate or criminal behavior related to the duties specified in this RFP. The Offeror shall also notify the DGS and SWIF of any criminal prosecutions commenced against the Offeror or its personnel within ten (10) calendar days of charges being filed.

Offeror Response

Resumes, licenses, and pertinent professional certifications of all Hoover staff who will be working on this project have been provided in our upload. Also, in place of providing confidential, personal financial records (*i.e.*, wage and tax statements or pay stubs), we have uploaded correspondence from Denk & Associates, PC certifying that all listed personnel are employees of the Offeror, Hoover. Denk & Associates, PC are independent certified public accountants representing Hoover in accounting, tax matters, and payroll services, allowing it to make certain representations regarding Hoover payroll and employees.

All Field Case Management Case Managers are Registered Nurses, many of whom possess additional certification, such as Certified Case Manager (CCM). The names and locations of all Hoover Field Case Management Nurses have been previously provided in Section **I-2. Qualifications.** of this Technical Submission response. They are also identified in the attached Organizational Chart (See reference below).

The following Professional Administrative Staff will also be involved in this Project:

PRESIDENT & CEO

Raymond W. Hoover, M.Ed., LPC, CRC, CCM - Hoover Mechanicsburg, PA Corporate Office

As Hoover's founder, president & CEO, Ray Hoover develops strategic plans to advance our company mission and objectives, and is integrally involved in daily company operations to ensure efficiency, quality, service, and cost-effective resource management. Whether independently or in collaboration with his executive team, he plans, develops and implements strategies for cooperative opportunities and directs implementation activities. He approves company operational procedures, policies, and standards; reviews activity reports to determine progress/status in achieving objectives and revises objectives/plans in accordance with current conditions; evaluates executive performance for compliance with company policies and objectives and contributions in attaining objectives; promotes the company through written communications and/or personal appearances at conferences, etc.; represents the company at legislative sessions, committee meetings or other formal functions; and promotes the company to local, regional and national interests/constituencies. Ray has been intricately involved in the medical case management process, and holds certification as a Certified Medical Case Manager, a Certified Rehabilitation Counselor, and Licensed Professional Counselor.

Ray holds a Master's Degree in Rehabilitation Counseling and a B.S. in Psychology from The Pennsylvania State University, State College, PA. In 2011, Ray was appointed to the Governor's Advisory Council on Privatization and Innovation, an important initiative by Pennsylvania Governor Tom Corbett to search for ways that the Commonwealth government might better and more cost-effectively serve its people. Since 1999, Ray has served by appointment on the State Board of Social Workers; Marriage, and Family Therapists; and Professional Counselors. In 1996, Ray was appointed to the Commonwealth of Pennsylvania's 10-member board of the State Office Vocational Rehabilitation, serving two, six-year terms.

DESIGNATED PROJECT MANAGER

Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

Working in collaboration with our Director of Medical Management, Terry Folk is responsible for ensuring that our medical management services are conducted according to established service parameters and quality standards (e.g., as a URAC case management organization), and he is integrally involved in the development, execution and evaluation of those service parameters. He reviews and evaluates company service and internal procedures, including program processes, and human/materials resource management.

Terry reports directly to our company president, while working collaboratively with our executive/administrative team, to target areas for increased operational efficiency in service provision and internal processes, and employs various means to establish guidelines for personnel evaluations, recruitment and advancement. He also assists in development of staffing and training decisions, service goal plans and changes in customer program parameters. Terry also serves on our URAC Quality Improvement (QI) Committee.

Terry has nearly 42 years of service at Hoover, and in the workers' compensation managed care industry, in which he performed various duties at the director level, including supervision of Decision Point Review, Precertification and case management activities of the Precertification and Utilization Review; supervision of management personnel; case staffing with other rehabilitation professionals; rehabilitation goal planning; intake interviewing with injured/disabled or limited individuals; testing procedure recommendation; determining transferability of skills based upon residual physical capabilities, age, education, vocational history, and testing results. Terry has extensive experience working as a liaison among various stakeholders to coordinate efforts in the medical and vocational case management process, including insureds, adjusters, injured individuals, legal counsel, physicians and other medical/psychological care providers. He is an expert in the case management planning process and has conducted countless small- and large-group educational seminars and training programs.

Terry's certifications include the CRC – Certified Rehabilitation Counselor (#003803); CDMS – Certified Disability Management Specialist (#4227136); CCM- Certified Case Manager (#00003803); CLCP – Certified Life Care Planner (#0723); and MSCC – Medicare Set-Aside Consultant Certified (#0069).

EXECUTIVE ADMINISTRATOR

Will Hoover

Will is involved in day-to-day operations and assists our president and executive team in expanding our slate of services, building business relationships, and developing strategic plans to advance our company's mission and objectives, and working as part of our executive team to ensure production efficiency, quality, and service.

He reviews and evaluates company service and internal procedures, including program processes, and manages our company's human resources and materials. Will reports directly to our company president, while working collaboratively with our executive/administrative team and our various supervisors and managers to target areas for increased operational efficiency in service provision and internal processes. He employs various means to monitor worker productivity, and establish guidelines for personnel evaluations, recruitment and advancement. Will helps develop and execute staffing and training decisions, service goal plans and changes in customer program parameters.

Will holds a bachelor's degree in business administration and has completed various continuing education courses, earning a certificate in business management and executive leadership from the Massachusetts Institute of Technology, Cambridge, MA.

DIRECTOR OF MEDICAL MANAGEMENT

Tom DiMaria, RN, CCM – Hoover Mechanicsburg, PA Corporate Office

As our Director of Medical Management, Tom DiMaria is responsible for oversight and management of all clinical aspects of the case management departments, including clinical guidance and consultation with the practitioners in the field. He coordinates and troubleshoots departmental procedures to ensure seamless service continuum; coordinates, develops and assists in educational training programs; and monitors and evaluates the performance of our medical case management supervisors. Tom serves on our URAC Quality Improvement (QI) Committee, and relates concerns, issues and potential resolutions/solutions to customers.

Tom is a Registered Nurse and holds certification as a Certified Case Manager with years of experience in medical case management.

DIRECTOR OF INFORMATION SERVICES

Jared Cunningham

Since joining Hoover in 2014, Jared Cunningham has led or been intricately involved in Hoover's customer project implementations. His broad range of duties and experiences with Hoover include:

- Overseeing our company-wide data management and technical operations
- Managing various ongoing internal and external service projects
- Designing, updating and implementing company workflows and procedures
- Installing, upgrading and maintaining company network servers
- Leading our IT team in installing and updating our applications and software; and monitoring, tuning and supporting our LAN network
- Applying his data management, programming, system design, and other technical skills to enhance company information systems
- Improving company data integrity, privacy, and security controls
- Upgrading company telecom systems
- Updating our facility security systems
- Creating and implementing vital proprietary software applications and mobile apps

- Broadening our company's electronic service delivery platforms

Leading Hoover's IT team, Jared oversees daily operations and maintenance of our information systems, through the application and maintenance of the following:

- System Administration: Windows 10, Windows Server 2019, macOS X, iOS, Linux
- Infrastructure Administration: AWS, VMWare, Hyper-V
- Anti-Virus + Anti-Malware: Symantec Endpoint Protection, BitDefender, Baracuda ESS
- Web Server Administration: Apache, Nginx, IIS
- Email Server Administration: Exchange, Postfix, Dovecot
- Database Administration: Microsoft SQL Server 2019, MariaDB, MongoDB, SQLite
- Network Administration: Cisco ASDM, Duo 2-Factor Authentication
- Software Development: Objective-C, Swift, Java, PHP, HTML, Visual Basic
- Encryption: TLS, SSL, PGP, Server Hardening
- Data Backup + Disaster Recovery: Datto, Acronis
- MDM: AirWatch, JAMF
- Office Applications: Microsoft Office Suite, Tableau, Adobe Creative Suite

Jared has developed and led projects including:

- Physical to virtual migration of all company servers to VMWare 6.5
- Migrating company email system from POP to Microsoft Exchange
- Overseeing the upgrade of all company PCs from Windows XP -> 7 -> 10
- Revamping Microsoft AD and Group Policy rules to increase data security
- Overhauling traditional PBX phone system to cloud based VOIP
- Designing and implementing controls for company SOC 2, Type II report
- Developing custom PHP applications to support company operations
- Maintaining Cisco 5512x ASA and Microsoft firewall rules
- Implementing mobile device management and 2-Factor authentication
- Organizing and managing company domain names, DNS, and TLS/SSL certificates
- Managing IT support staff responsible for 150 employees
- Identifying emerging IT needs and presenting findings to management/stakeholders

Jared is a graduate of the Pennsylvania State University, State College, PA, where he earned a Master of Science in Information Systems (May 2020), receiving the Outstanding MSIS Student Award in 2019. He earned his B.A. in History from West Chester University, West Chester, PA (May 2005), after also attending Drexel University, studying Computer Engineering, Communications, from 2000 to 2002.

LEAD PROGRAMMER

Kiran Gudoor

Our lead programmer on this project, whose services will be applied as needed, is Kiran Gudoor. Kiran was been employed with Hoover since 2001. He is variously responsible for maintenance of existing systems. Kiran works with our staff (e.g., IT director, other programmers, support personnel and end-users) to plan and develop software program code enhancements and changes. He creates, tests and maintains company software program codes, creates labels and reports, provides assistance to resolve program, SQL database or other software issues, and provides general programming assistance to other programmers/projects as needed. His program language efficiencies include Java, C, C++, SQL & PL/SQL, Fortran77, Visual Basic 6.0, as well as Cold Fusion, HTML, DHTML, JAVA Script. He also has extensive experience working with various database applications.

Kiran earned an M.S. in Computer Science from Shippensburg University, Shippensburg, PA, in 2002, and his B.S. at Chennai, India.

ACCOUNT MANAGEMENT TEAM:

Designated SWIF Account Manager – Territories A & B

Kris Frantz

With support from Hoover's executive and administrative team, Kris will serve as a direct point of contact and liaison for SWIF personnel in SWIF's Philadelphia, Harrisburg, Pottsville, Sunbury and Scranton, PA District Offices, relative to project services. Kris works collaboratively with our project manager, while reporting directly to our company president. Kris has nearly 30 years of service with Hoover, serving as an accounts manager. As an integral part of our executive/administrative team, Kris is responsible for building new business relationships and growing existing service partnerships; reviewing and evaluating our programs and services for service and process enhancement; assisting in developing and implementing company sales and marketing strategies; and helping Hoover continually meet the program requirement and quality expectations of the customers we serve. Kris came to Hoover after extensive experience in claims handling and administration experience. Kris holds a B.S. from Millersville University, Millersville, PA.

Designated SWIF Account Manager – Territories B & C

Sharon Jones

With support from Hoover’s executive and administrative team, Sharon will serve as a direct point of contact and liaison for SWIF personnel in SWIF’s Pittsburgh, Johnstown and Erie, PA district offices, relative to project services. Sharon works collaboratively with our project manager, while reporting directly to our company president. Sharon has nearly 24 years of service with Hoover, serving as an accounts manager. As part of our executive/administrative team, she is responsible for building new business relationships and growing existing service partnerships; reviewing and evaluating our case management program for service and process enhancement; assisting in the development and implementation of company sales and marketing strategies; and helping Hoover continually meet program requirements and quality expectations of the customers we serve. Sharon holds a B.A. from the Indiana University of Pennsylvania, Indiana, PA.

MEDICAL MANAGEMENT SUPERVISORS

Theresa Hasson, RN, CCM – Territory A

Denise B. Wilson, RN, CCM – Territory B & C

Steve Collins, RN, CCM – Territory C

Janet DiMaria, RN, CDMS, CCM – Territory A & B

These Licensed, Registered Nurses holding additional medical case management certifications, are all employees of Hoover. They directly supervise our staff of Nurse Case Coordinators (RNs) to ensure that a comprehensive plan of care and rehabilitation is implemented on all assigned cases. Our supervisors review all reports and correspondences, monitor caseloads, and provide assistance, guidance and case direction to Hoover’s case management staff, as needed. Our supervisors also serve on our URAC QI committee.

ADMINISTRATIVE SUPPORT TEAM - Hoover Corporate Office, Mechanicsburg, PA
MEDICAL PROVIDER RELATIONS

Cathleen Fitzpatrick, M.Ed., Director of Provider Relations

As part of our executive/administrative team, Cathleen is responsible for the development and implementation of our medical provider networks. She supervises a staff that makes outreaches to physicians and various healthcare providers to achieve contractual membership on our broad, proprietary network of providers. She retrieves all pertinent information, negotiates pricing discounts for services, creates individualized contracts, and forwards data and materials to appropriate personnel. Cathleen maintains our provider network database to ensure accuracy of all data; supports marketing staff in responding to requests from agents, adjusters, employers/insureds relative to provider panel needs, including augmentation, updating, etc.; coordinates and supervises team responsible for compiling custom panels, as necessary, for employer/insured; assists callers with panel issues, such as posting, reporting instructions and claimant treatment responsibilities. Prior to assuming her provider relations role, Cathleen shared administrative and account management responsibilities. After having established our service relationship with Temple University Health Systems, she served as a designated account manager for their PBM program. Prior to that, she served Hoover as a vocational specialist for a number of years. Cathleen holds a Master's Degree from the Pennsylvania State University, State College, PA, and a B.A. from St. Mary's College, Notre Dame, IN.

COMMUNICATIONS

Reed Galinac, Communications

As part of our executive/administrative team, Reed plans, creates and coordinates internal and external communications in support of our business and service goals for our company our customers. Reed joined Hoover in 1990, and he applies his communications experience while working collaboratively with various service teams. Reed has completed the coursework requirements for a Master's Degree in Communications from Temple University, Philadelphia, PA and holds a B.S. in English-Writing from Slippery Rock University, Slippery Rock, PA.

Diane Curtin

Shaun Mercier

Our vital administrative support team serves our executive, administrative and field nurses through the performance of various administrative and office support activities. They process referrals, produce various correspondence and other communications pieces using various publishing software, and field telephone calls and emails from any number of stakeholders.

BILLING

Matthew Helt

Neila Swidersky

Our billing department personnel compile and prepare customer charges; compute itemization of invoices with total cost due; proofread medical and vocational reports; and assist customers with billing questions.

See our JAGGAER system upload 1.1.2 Additional Attachments 1. Hoover Staff Locations & Organizational Chart for a graphic representation of Hoover's geographic territory coverage, in our organizational chart.

See our JAGGAER system upload 1.1.2 Additional Attachments 4. Hoover Staff Resumes, Credentials and Licenses for staff credentials, including our nurse's background, education, training, and experience relevant to this project, as well as RN Licenses and Drivers' Licenses.

As indicated previously, in place of providing *confidential, personal financial records (i.e., wage and tax statements or pay stubs)*, we have provided certification of employment from Denk & Associates, PC, indicating that all listed personnel are employees of the Offeror, Hoover. Denk & Associates, PC are independent, certified public accountants representing Hoover in accounting, tax matters, and payroll services, allowing it to make certain representations regarding Hoover payroll and employees.

See our JAGGAER system upload 1.1.2 Additional Attachments 5. Certification of Employment.

As specified in this RFP, we understand that notice of personnel changes (addition or deletions) must be communicated to SWIF immediately. In the case of deletions, the normal workload must be handled on a timely basis until replacements are hired and/or assigned to the project. The Offeror shall immediately notify Department of General Service (DGS) and SWIF if any of its personnel are accused of any inappropriate or criminal behavior related to the duties specified in this RFP. The Offeror shall also notify the DGS and SWIF of any criminal prosecutions commenced against the Offeror or its personnel within 10 calendar days of charges being filed. Hoover will abide by requirements set by SWIF in this regard.

E. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. **Positions which can be subcontracted can be for clerical support, billing, scheduling etc.** For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Note: Offerors may not utilize RN subcontractors to provide Field Based Medical Management services. RNs assigned by the Offeror to provide these services must be employees of the Offeror.

Offeror Response

All RNs utilized to provide field-based medical management services will be employees of Hoover; however, in fulfilling our **MBE commitment** to DGS, Hoover proposes to subcontract certain services from **Health Options & Management Services, Inc. (HOMS)**. HOMS (SAP No. 156425) is classified by the Pennsylvania Department of General Services as a Small Business (156425-2020-06-SB) and Woman Business Enterprise (156425202006SBW), with the following UNSPSC Codes:

80111500	Human resource development
80161500	Management support services
84131500	Insurance services for structures and property and possessions
84131600	Life and health and accident insurance
85122100	Rehabilitation services
86101800	In-service training and manpower development

HOMS has a long history of service to the Commonwealth, in providing services similar in scope to those in this RFP, as well as medical bill review services. Our plan is to subcontract with HOMS to provide human resource development in the form of nursing and other staff recruitment, new-hire training, and in-service training; management support services in the form of internal/external billing activities; and IT services, including hardware installation and maintenance, communications system installation and maintenance, software installation, maintenance, and training, and technical support for Hoover's field personnel.

Following is the requested specific information relative to our selected MBE subcontractor:

Name of subcontractor: **Health Options & Auditing Management Services, Inc. (HOMS)**

Primary contact: Kathy Sweeney, M.A, CRC, CCM, CDMS
Phone 877-728-5511 Ext. 2101
Email ksweeney@homsinc.net

Address of subcontractor: 1970 Technology Parkway, Suite 100
Mechanicsburg, PA 17050

Web Address: www.homsinc.net

Description of services to be performed:

- Human resource development
 - Staff recruitment
 - New-hire & in-service training
- Management support services
 - Internal billing activities
 - IT service and support
- Hardware installation and maintenance
- Software installation & maintenance
- Communications installation & maintenance
- Software/process training
- Technical support for Hoover field personnel

Number of employees by job category assigned to this project:

HR development & staff recruitment:	2
In-house new-hire and in-service training (RN):	2
Billing activities:	1
IT services:	1

To help DGS fulfill its commitment goals **certified VBEs/SDVBEs**, Hoover also proposes to subcontract with **Absolute Staffing & Consulting Solutions, LLC**, and **EGA Associates, LLC**, to provide human resource development, in the form of staff recruitment of registered nurses, IT personnel, and billing and clerical personnel.

Name of subcontractor: Absolute Staffing & Consulting Solutions, LLC
(519340201910-VBE-V)

Primary contact: Tawanda Huff | President & CEO

Address of subcontractor: P.O. Box 2518
Westminster, MD 21158
Phone Office: 410-848-9480 | Phone Direct: 443-201-2109
Email: huff.t@ascs1.com

Web Address: www.ascs1.com

Description of services to be performed:

- Human resource development
 - Staff recruitment

Number of employees by job category assigned to this project: 1 to 2

Name of subcontractor: EGA Associates, Inc. (426486202003-VBE-S)

Primary contact: Jeremy Mock, President

Address of subcontractor: 1657 THE FAIRWAY # 134 JENKINTOWN, PA 19129
Email jeremymock@egaassociates.com

Web Address: www.egaassociates.com

Description of services to be performed:

Human resource development - Staff recruitment

Number of employees by job category assigned to this project:

Estimated 1 to 2

F. Travel Expenses: The Commonwealth requires the selected Offeror to provide resources to meet the needs of the agencies at various locations (i.e. assigned work location) throughout the Commonwealth without the need for significant travel on the part of the resource. The Commonwealth will not reimburse the selected Offeror for travel, meals, lodging or other expenses except when the Commonwealth requires a resource to travel outside of his or her assigned location (i.e. assigned work location). Travel expenses will be reimbursed in accordance with the [Commonwealth Travel Policy](#) and [Commonwealth Management Directive 230.10](#).

SWIF will reimburse mileage for this contract. Mileage starts from the shortest distance from your origination point (SWIF Office, Offeror's Office or RN's home) directly to the SWIF Field Based Medical Management site and returning back to the SWIF Office, Offeror's Office or any other location, wherever is closest to the SWIF Field Based Medical Management site. **Mileage will be paid at current GSA published rates for privately owned vehicles.**

<http://www.gsa.gov/portal/content/100715>

Offeror Response

Hoover understands and assents to the travel expense policy, guidelines and parameters as set forth herein by the Issuer, and will abide by requirements as stated in this RFP document.

I-3. Training. Indicate recommended training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Offeror Response

At this time, Hoover does not anticipate that any training of any agency personnel will be required to conduct the services requested in this RFP; however, as experts in workers' compensation injury management, Hoover is available to DGS/SWIF personnel to plan and provide any training required for SWIF staff – both during implementation, as well as follow-up or refresher training/updates vital to, for example, SWIF adjusters.

Hoover also offers SWIF a broad range of potential educational presentations and service training – which can be performed remotely (or on-site, as needed) on any scheduled or ad hoc basis, as requested, conducted by our experienced, credentialed staff of workers' compensation management professionals. Hoover's experienced staff of managed care professionals - including RNs and rehabilitation and cost-containment specialists offer SWIF 42 years of workers' compensation case management experience relative to medicine, nursing, trauma, care provision, treatment and case management of work-related injuries.

Our nurses have provided claims services for injuries ranging in severity from the relatively minor (foreign bodies, sprains and strains) to complex occupational and catastrophic injuries (head trauma, injuries resulting in paraplegia and quadriplegia, severe industrial burns, etc.).

Hoover conducts regular internal and external staff training (including seminars and conferences) to enhance individual work performance, increase our staff's ability to achieve customer goals, improve the quality and efficiency of our services, and ensure our staff stays current on legislative issues affecting case management best practices. Our executive and administrative staff work closely with our nurse case coordinators (NCCs) to ensure optimum service quality and delivery.

Hoover is recognized by the National Board of Certified Counselors; as such, we are able to conduct outside training seminars for our customers. Our director of operations, in conjunction with our nursing staff, has conducted numerous interactive workers' compensation seminars for various customers over the last four decades. Training sessions are variable in length based on customer specifications, include visual supporting materials – such as screen shots and process diagrams, as appropriate – and include formal presentation time supported by a question-and-answer period.

Hoover's training/seminar topics have included topics such as the following:

- Medical Bill Review Platform
- Medical Bill Review Compliance
- Arthritis, Joint Replacement Surgery, and EMG/NCV Studies
- Arthritis, Joint Replacement Surgery, and EMG/NCV Studies
- Electrodiagnostic Testing
- IDET (Intradiscal Electrothermal Annuloplasty) and New Back Procedures
- Burn Injuries and Treatment
- A Guide to Psychology and Workers' Compensation Injuries
- Neuropsychological Testing and Conditions
- Traumatic Brain Injury
- Independent Medical Examinations
- Common Shoulder Injuries and Disorders
- Spinal Cord Injuries
- Knee Injuries, Management and Treatment
- Severe Wound Treatment
- Medications and Pharmaceuticals
- Lower Extremity Injuries and Conditions
- Carpal Tunnel Syndrome
- Catastrophic Claims
- Compartment Syndromes
- Cumulative Trauma Disorders
- Chronic Regional Pain Syndrome (RSD)
- Soft Tissue Injuries
- Cardiovascular System
- Rehabilitation, Physical Therapy and Work Hardening
- Medical Terminology and Medications
- Toxicology and Testing
- Trauma Claims

As this list of seminars suggests, Hoover is invested in the success of our customers, and we are committed to working closely with DGS and SWIF to provide cost-effective, professional services to help you achieve your service goals.

- I-4. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

As one of the largest privately owned and operated workers' compensation management firms in the Mid-Atlantic, Hoover offers its 42 years of service – including decades in service to the Commonwealth of Pennsylvania – as evidence of our financial and corporate stability.

We are aware that The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability, and will respond if so requested.

- I-5. Requirements.**

A. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential 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.

Offeror Response

Hoover's ability to carry out essential functions during a period of contagion – including managing our own internal staffing needs and meeting production requirements – is nowhere better evidenced than in our initial and continuing demonstrated ability to maintain uninterrupted services through the COVID-19 pandemic.

Achieving its status as an essential business in the early months of the pandemic, Hoover closely monitored official news sources, the notices and advisements of the CDC, Pennsylvania Commonwealth updates of Governor Tom Wolf, Pennsylvania Physician General, Rachel Levine, M.D., and the Pennsylvania Health Department. Hoover also maintained ongoing contact with SWIF to continue to meet SWIF's service needs and expectations. Hoover leadership also maintained close contact with Hoover Nurse Case Coordinators and other Hoover staff to provide company updates and assurances as the pandemic progressed. Hoover NCCs provided continual updates

from their contacts with medical provider offices and facilities across the state, to provide a view of what was happening in the medical community, including limitations and what medical providers were doing to continue to meet the medical services needs of their patients – including mask mandates, telehealth virtual visits, elective surgery cancellations, parking lot waiting with notice of exam appointment instead of waiting room, and not seeing patients if there was any indication of COVID infection.

Hoover NCC staff was provided with medical masks and sanitizer, to utilize during their job performance, with ongoing updates of company pandemic policy. As SWIF offices closed physical locations, Hoover continued to provide all lines of service to SWIF and its other customers without interruption, with select, specialty personnel onsite at the Hoover Home Office, and the majority of Hoover staff working remotely, while still providing services (medical and vocational case management services, medical bill review, Medicare Set-Aside services, telephonic disability management services, direct reporting and first notice of injury services).

Hoover NCC staff continued their case management services as the pandemic progressed. NCC staff physically attended injured worker medical appointments as possible, complying with provider office policies. When not possible to physically attend medical appointments, as appropriate and approved by SWIF, the NCC might meet with the injured worker before and/or after their appointment in the outdoor parking lot location, or at an alternate site.

In certain claims, this onsite visit was important, to provide eyes-on observation of the injured worker's medical/physical status, and provide ongoing support and reinforcement of compliance with rehabilitative, recovery, and return-to-work goals. As pandemic conditions continued, NCC staff maintained ongoing contact with all stakeholders in-person as allowed, and telephonically, as necessary, as approved by SWIF. No Hoover line of service has failed, or has discontinued during the pandemic, and SWIF has continued to receive ongoing satisfactory comprehensive service delivery to include medical case management and WCMSA performance.

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:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - b. Identify essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:

- i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.
- ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

Offeror Response

As indicated previously, Hoover's ability to carry out essential functions during a period of contagion – including managing our own internal staffing needs and meeting production requirements – is nowhere better evidenced than in our initial and continuing demonstrated ability to maintain uninterrupted services through the COVID-19 pandemic.

Although several Hoover employees contracted COVID infection and several became ill, all quarantine protocols were observed and adhered to, assuring containment, and no spread to SWIF claimants or medical provider staff. Hoover's ongoing internal staff communication and protocols also provided notification of any personnel who had become ill during the pandemic. Hoover has sufficient professional and administrative staff to adjust case management workloads among NCC staff, to ensure that service provision is not interrupted on any level.

In order to prevent infection and illness during the pandemic, Hoover essential employees who arrive at Hoover offices are instructed to wear masks, have their temperatures taken, are questioned regarding vaccination status, and are aware regarding company protocol regarding social distancing. As the COVID pandemic continues, Hoover is confident regarding future service provision, as Hoover has continued service provision without interruption or failure during this ongoing pandemic. Hoover also has the capacity to successfully have employees work remotely, to prevent contagion, follow all health guidelines of federal, state, and local governments, while assuring that SWIF and Hoover's other customers continue to receive the professional services upon which Hoover was founded.

Hoover staff receives training at least annually per preparedness guidelines and Hoover URAC protocols. Information and training parameters during periods of pandemic are updated periodically as new developments such as CDC guidelines are issued and distributed. During the ongoing COVID pandemic, company-wide notifications have been issued via email and via personal telephone contact between supervisors and employees under their supervision.

For further details, see our JAGGAER system upload 1.1.2 Additional Attachments 6. Business Continuity and Disaster Recovery Plans.

3. Describe how your organization will communicate with staff and Offerors when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including Offerors), etc. and;

Offeror Response

Hoover's electronic systems and computer interfaces, as well as telephone systems have continued to function without fail during the COVID pandemic, providing ongoing communication and service support between all involved parties. The ability to operate on a completely paperless web-based electronic platform has also assured that SWIF and other Hoover customers have received timely phone calls, medical case management status reports and email updates.

4. Describe how and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

Our emergency preparedness and disaster recovery plan undergoes third-party independent testing at least annually as specified in our SOC type 2 annual reports and controls.

- I-6. Tasks.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

The Offeror will provide Field Based Medical Management services on those files referred by SWIF, including catastrophic claims, based on the following:

- A. Upon referral from SWIF, the Offeror will contact the claimant and his/her attorney within forty-eight (48) hours of receipt of assignment. The RN shall provide the appropriate SWIF District Office and Home Office with an initial report within thirty (30) days of referral outlining the claimant's current medical status. Initial referrals for Field Based Medical Management will be for a period of time as determined by SWIF. Extensions must be approved by SWIF for each assignment.

- B.** The RN at SWIF's direction will meet at the appropriate SWIF office or hold discussion by phone. The RN shall assess the medical and rehabilitation needs of the claimant and coordinate appropriate medical care and establish a working relationship with the designated SWIF Claim adjuster(s). It is understood that the RN may be required to help in the preparation of and present testimony at hearings and/or depositions on referred files as directed by SWIF.
- C.** File reviews with the Offeror will be held every thirty (30) days or any other time period as determined by SWIF. These reviews will be held at SWIF's direction, the appropriate SWIF Office or by phone discussion.
- D.** In the case of a catastrophic injury as determined by SWIF, the Offeror will visit the claimant, in person, within twenty-four (24) hours of the date of said referral and submit within seven (7) days thereafter a report to the SWIF District Office, with copies to the Home Office. The Medical Management nurse will make telephone contact with the assigned SWIF nurse or the SWIF adjuster. This report will outline the claimant's current medical status including projected medical costs and methods to be used to control same. Thereafter, reports and itemized bills will be sent every thirty (30) days as required herein.
- E.** Reports or records required by the Offeror shall be obtained by the Offeror with proper approval of SWIF. The costs incurred by the Offeror in obtaining same shall be reimbursed by SWIF, as long as receipts for the information accompany the invoice submitted for services rendered. Independent Medical Examinations (IMEs) as authorized will be paid for by SWIF.
- F.** Home Modifications/Need for Durable Medical Equipment. Upon referral from SWIF, the Offeror will be required to visit the injured workers' home to assess the need for home modification(s). If SWIF is in agreement with the home modification assessment, the Offeror will secure three (3) bids for the specific work to be performed and forward to the SWIF District Office and/or Home Office. Any durable medical equipment needed will be preapproved by SWIF and SWIF will determine the Offeror to be utilized for the purchase or rental of the equipment.

Offeror Response

Field Case Management – As specified in this RFP, upon medical case management referral by SWIF, the Offeror will contact the claimant and his/her attorney within forty-eight (48) hours of receipt of the assignment, and provide the SWIF District Office and Home Office an initial report within thirty (30) days of referral outlining the claimant's current medical status.

Hoover's current company policy standard and workflow for SWIF and all customers is contacting the claimant and his/her attorney within one business day (with the exception of holidays and weekends), providing the first report of initial assessment within seven business days, and providing all follow-up reporting within seven days after an appointment. If there is no physical medical appointment to attend with treating providers, the Nurse Case Coordinator will maintain contact with all involved stakeholders (claims staff, claimant, claimant counsel, insured, and medical providers), as approved by SWIF, to assure claims and case management continuity, and will provide a report within 30 calendar days, or sooner, if there is a significant development.

Our experience has been that the above workflow assures early intervention, goal-oriented communication between all parties, assurance of understanding of the role of case management, and the importance of cooperation with the return-to-work efforts. Hoover will abide by all standards and goals set by SWIF. However, we are recommending the above-described timeframes and processes.

With URAC accreditation and 42 years of experience providing field based medical case management services, Hoover proposes the following workflow process and technical plan. The following plan is currently in use for Hoover's successful case management of SWIF medical case management files. Hoover initiates a four-point contact to initiate case management services. Within one business day from referral, the Hoover Nurse Case Coordinator (NCC) contacts the SWIF claimant and/or claimant attorney, the physician/medical provider(s), the insured, and the SWIF claim handler.

The Nurse Case Coordinator first contacts the injured employee or the employee's legal counsel (if represented), within one business day of assignment. The purpose of the contact is to introduce the NCC assignment, and to schedule a time and date to meet the claimant. It is also determined whether the insured has a provider panel posted, and whether the claimant is initiating treatment with a posted medical provider.

In meeting the claimant, the purpose is to discuss the nature of the involvement, and to assess the claimant's current medical status and treatment, socio-economic and educational backgrounds, the claimant's perception of disability, and the claimant's relevant work history. This information is utilized to determine attainable goals, such as return to work and assessing the claimant's participation in treatment and efforts to reach maximum medical improvement.

The Nurse Case Coordinator also contacts the employer/insured to obtain an accurate description of the injured employee's job duties, and to explore the potential for modified, light, or alternate duty work. If possible, the Nurse Case Coordinator meets with an employer representative, views the job duties and employment setting, and compiles a detailed job analysis of the pre-injury position, based upon personal observation of the job being performed, as well as pertinent information provided by the employer representative. Discussion regarding the feasibility and potential for return to work will transpire, and should the employer require assistance in job modification activities, or in identifying

appropriate alternate work activities, the Nurse Case Coordinator is available to assist. Following the personal meeting, a complete description is compiled and forwarded to the employer for additions or corrections. This analysis is then signed by the employer representative, placed into our records and computer job bank, and updated as necessary, by contact with the employer, should the job description be required for another claim. Maintaining such a job bank reduces future cost, as duplication of job description/analysis is eliminated.

The third component of initial assessment is personal contact with healthcare providers. During the initial meeting with the claimant, it is determined when the claimant's next-scheduled appointments with providers are scheduled. Discussion is generally held with the SWIF Claims Handler to gain approval for attendance at medical appointments. The purpose in meeting and communicating with the medical provider is to determine the provider's treatment plan, establish a baseline of the claimant's medical status, establish appropriateness of causally-related medical treatment, a projection for maximum medical improvement, and a projected return to work date. A copy of the claimant's pre-injury job description is also provided to the physician, to assist the physician in determining the appropriate time for return to work. If there is the potential for light or modified duty, or alternate duty work, these descriptions may also be provided to the physician.

The fourth component is contact with the SWIF Claims Handler, to provide an update regarding the claimant's medical status, progress with treatment, potential complications, the treating provider's recommendations, and the necessity for scheduled testing. The NCC will encourage diagnostic testing within SWIF's designated provider network, and as approved by the SWIF claim handler, may assist in scheduling diagnostic testing, physical therapy, or durable medical equipment, through KeyScripts, SWIF's discounted network provider. The NCC will also obtain authorization to proceed with further case management activities and attending appointments. This contact may transpire via telephone contact, or via email, as preferred by the Claim Handler.

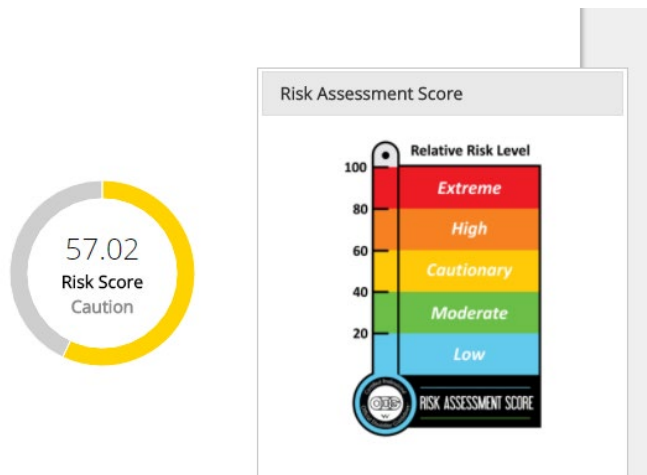
In discussing with the SWIF claim handler, the following are potential indicators, as authorized, for ongoing medical case management:

- ODG Risk Assessment Score of 60 or greater (High Risk)
- Injuries to the back (sprain/strain; herniations; fractures)
- Joint injuries (knee, shoulder, ankle, etc.)
- Lacerations involving a joint or tendon
- Repetitive motion claims (carpal tunnel syndrome, cubital tunnel syndrome, etc.)
- Multiple fractures
- Catastrophic injuries (head injuries, burn injuries, multiple trauma, paraplegia and quadriplegia, etc.)
- Diagnosis of CRPS (Complex Regional Pain Syndrome – formerly known as RSD/Reflex Sympathetic Dystrophy)
- Proposed surgical intervention
- Advanced age as defined by the Federal Register – Age 55 or older, in the presence of a compensable injury

- The injured employee has been employed less than 30 days by the employer
- Treatment extending past medical protocol criteria
- Claimant has a history of prior injuries
- The employer does not have a posted panel
- Co-morbidities – The claimant has other, unrelated medical conditions, which may impact on the compensable injury and lengthen treatment (diabetes, neurological disease, cardiopulmonary disease, morose obesity, etc.)
- Relatively severe injuries with a physically demanding job

The Nurse Case Coordinator provides an initial assessment report after meeting the claimant. The Initial Assessment Report is due within seven (7) business days, or no later than 10 calendar days, or as directed by SWIF. The report outlines the claimant’s medical status, projected length of disability, and goals and recommendations. The report also provides a claimant profile utilizing the Official Disability Guidelines (ODG). The ODG is utilized to provide expected projected length of disability based upon the claimant’s injury diagnosis (ICD-10 injury code), physical demand level of their job/occupation, and any co-morbidity or confounding factors.

In addition to projecting disability duration, the ODG can be utilized to generate a Risk Assessment Score (RAS) on a scale of 100, which measures the relative risk level for each claim at intake and again when new information becomes available, as seen in the image below.



“Confounding Factors,” are added to the available claim information, which could turn a typical case into a high-risk case, including probable increases in claim costs. These factors include the presence of depression, diabetes, hypertension, obesity, opioids, smoking, substance abuse, surgery or hospital stay, and legal representation. Unless otherwise instructed, subsequent reports generally follow seven (7) days after every appointment, but not to exceed an every 30-day basis, as approved by SWIF.

As authorized by SWIF, the Nurse Case Coordinator continues to attend medical appointments, to obtain pertinent information from the physician, assess the medical, rehabilitative and emotional needs of the claimant, coordinate care, monitor the claimant's compliance and participation in the medical and rehabilitation treatment plan, and ensure maximum medical improvement in a cost-efficient, timely manner.

When the physician has indicated that a return to work is appropriate, the Nurse Case Coordinator obtains either a signed job description from the physician, or if the claimant is released with restrictions, a physical capacities guideline form is procured from the physician, which may be utilized with the employer in accommodating the claimant to modified, or alternate duty. The Nurse Case Coordinator is also available to assist SWIF in making proper, documented notification to the claimant regarding a return to work. This includes sending the notification via certified correspondence, providing information regarding the date and time, the position to which the claimant will return to work, and the medical documentation and approval, upon which the return to work is based. As approved, the NCC may also provide short-term, limited follow-up after return to work, to assure that the claimant's return to work is successful.

In the event that treatment is protracted, or the claimant is not progressing to recovery, the NCC may discuss with the claim handler, potential for an IME (independent medical examination), a second opinion prior to surgery, or the potential for SWIF to file a Utilization Review to determine the reasonableness and necessity of care.

Catastrophic Injury Management - In the event of a life-threatening, catastrophic injury of an employee, an assignment may be made to a Field Nurse Case Coordinator, who will make initial telephone contacts to verify where the employee is hospitalized, contact hospital social service or case management staff to arrange a meeting, make arrangements to travel (within one business day, as possible) to the hospital to meet family members, meet with or observe the injured employee, obtain information from hospital charts, and meet or obtain information from treating providers. Immediately thereafter, contact is generally made with the SWIF claim handler, and if desired, the employer representative, to update of the claimant's medical condition and status. Efforts are geared toward assessing severity of injury, determining immediate needs, and obtaining initial diagnoses and prognosis.

Subsequently, within seven (7) days, a report is submitted detailing and documenting the claimant's medical status, projected medical costs and practical cost control methods. Any records or reports necessary for appropriate claims and case management are secured. The Nurse Case Coordinator continues to monitor treatment and recovery efforts, and provides verbal updates as appropriate. Written reports can be provided as frequently as weekly, or every 30 days as preferred or authorized by the SWIF claim handler, with ongoing verbal and/or e-mail updates. Continuing catastrophic case management will continue as authorized by SWIF, and as needed for monitoring medical treatment and for rehabilitative purposes.

As hospital discharge nears, the NCC may become involved in working with hospital discharge staff, to assist in making arrangements for transfer to an inpatient rehabilitation facility or skilled nursing facility, arrange for in-network transportation, or assist in arrangements for discharge to home, with durable medical equipment, and home health care nursing, aide, or therapy, to be provided in-network, as determined.

Reports or records acquired by the Offeror shall be obtained by the Offeror with proper approval of SWIF. The costs incurred in obtaining medical records shall be reimbursed by SWIF, as long as receipts for the information accompany the invoice submitted for services rendered. Independent Medical Examinations (IMEs), as authorized, will be paid for by SWIF.

If it is determined that Home Modifications are medically necessary or recommended, the Nurse Case Coordinator (NCC) will visit the injured worker's home to assess the need for home modification(s). The NCC will discuss findings with the SWIF adjuster. If further clarification is needed to fully assess modification needs, such as in the case of facility discharge after catastrophic injury, facility staff such as physical or occupational therapy staff may be further consulted, or as approved by SWIF, may be requested to assist in the assessment process, determining modification needs, to assure that all medically-necessary modifications are identified, and can be documented prior to modification contractors being scheduled for site assessment and provision of bids for required work. If SWIF is in agreement with the home modification assessment, the Offeror will secure three (3) bids for the specific work to be performed and forward to the SWIF District Office and/or Home Office.

It is understood that if durable medical equipment is required by the injured worker, the NCC will obtain the specific medical documentation to identify the injured worker's needs, to assure necessity, and also to insure against any costly mistakes in the procurement process. Any durable medical equipment required by the injured worker will be pre-approved by SWIF and SWIF will determine the Offeror to be utilized for the purchase or rental of the equipment, although the NCC will be prepared to assist in arranging through SWIF's in-network providers to assure cost-effectiveness.

As required by SWIF, the NCC will be available to meet at the appropriate SWIF office or hold discussion by phone. The NCC shall assess the medical and rehabilitation needs of the claimant and coordinate appropriate medical care and establish a working relationship with the designated SWIF Claim adjuster(s). It is understood that the NCC may be required to help in the preparation of and present testimony at hearings and/or depositions on referred files as directed by SWIF.

File reviews with the Offeror will be held as determined by SWIF. These reviews will be held at SWIF's direction, and may be held at the appropriate SWIF Office or by phone discussion.

NOTE: A **Program Evaluation and Review Technique (PERT)** or similar type display, time related, showing each event, has been requested to provide a visualization of Project medical management activities, and has been provided to show a time-related progression of case management tasks and milestones.

For the requested PERT Chart, See our JAGGAER system upload 1.1.2 Additional Attachments 7. PERT Chart.

I-7. Monthly Invoices and Reports.

- A.** The Offeror shall submit computer-generated invoices on a monthly basis to the appropriate SWIF District Office for services rendered on each file referred. The invoices shall list the SWIF claim number, the claimant's name, the date of services and the Service Provider's Federal Identification Number/Social Security Number. The invoices must include a breakdown of charges and a detailed report of the work performed.
- B.** The Offeror will also provide, in a format determined by SWIF, a monthly activity report listing the services provided for the period. In addition to the above, bidders will be responsible for submitting status reports on each file referred within fifteen (15) days of the assignment. Subsequent status reports are due at thirty (30), sixty (60) and ninety (90) day intervals from the assignment date. Reports will be reviewed by SWIF management and the Offeror on a monthly basis.
- C.** Supply five (5) samples of Medical Management reports.

Offeror Response

As the service partner who is currently contracted to perform the services requested in this RFP, SWIF currently receives all reporting within the time frames and in the formats desired. Hoover has demonstrated its ability and willingness to work with SWIF to meet reporting deadlines, and to modify those deadlines and specifications to meet any reporting format desired by SWIF. As described in this RFP response, Hoover proposes a more stringent reporting timeframe, to assure early intervention, goal-oriented communication between all parties, assurance of understanding of the role of case management, and the importance of cooperation with the return-to-work efforts. However, Hoover will abide by all standards and goals set by SWIF.

As detailed in this RFP, Hoover will submit computer-generated invoices on a timely basis to the appropriate SWIF District Office for services rendered on each file referred. The invoices will list the SWIF claim number, the claimant's name, the date of services and Hoover's Federal Identification Number. The invoices also include a breakdown of charges and a detailed report of

the work performed, as reflected in Hoover's reports. Hoover is currently meeting these requirements in its current service provision to SWIF.

As requested, we have also supplied **Sample Medical Management Reports**, as well as a comprehensive **Medicare Set-aside report** consisting of the following:

- Initial Assessment Report
- Status Reports (3 reports with varying levels of severity and diagnosis codes)
- Limited Assignment Report
- Medicare Set-Aside Report

As requested, see our JAGGAER system upload 1.1.2 Additional Attachments 8. Sample Medical Management Reports.

I-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

Hoover has no objections or additions to the standard contract terms and conditions, as set forth in the provisions of this RFP.

**RFP 6100054582 – Medical Case Management Services
Technical Submittal 1.1.2 – Additional Attachments**

42
YEARS
1979 - 2021



Per RFP Instructions:

Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.

List of Additional Attachments Combined in This File:

Files appear in the order they are referenced in our Technical Questions submittal, upload 1.1.1.

This PDF is fully searchable by section.

- 1. Hoover Staff Locations & Organizational Chart**
- 2. Hoover URAC Accreditation Certification**
- 3. Certifications Held (Terry Folk, Project Manager)**
- 4. Hoover Staff Resumes, Credentials and Licenses**
- 5. Certification of Employment**
- 6. Business Continuity and Disaster Recovery Plans**
- 7. PERT Chart**
- 8. Sample Medical Management Reports**
- 9. Worker Protection and Investment Certification Form**

**Click the link
provided to navigate
to the desired
section/attachment.**

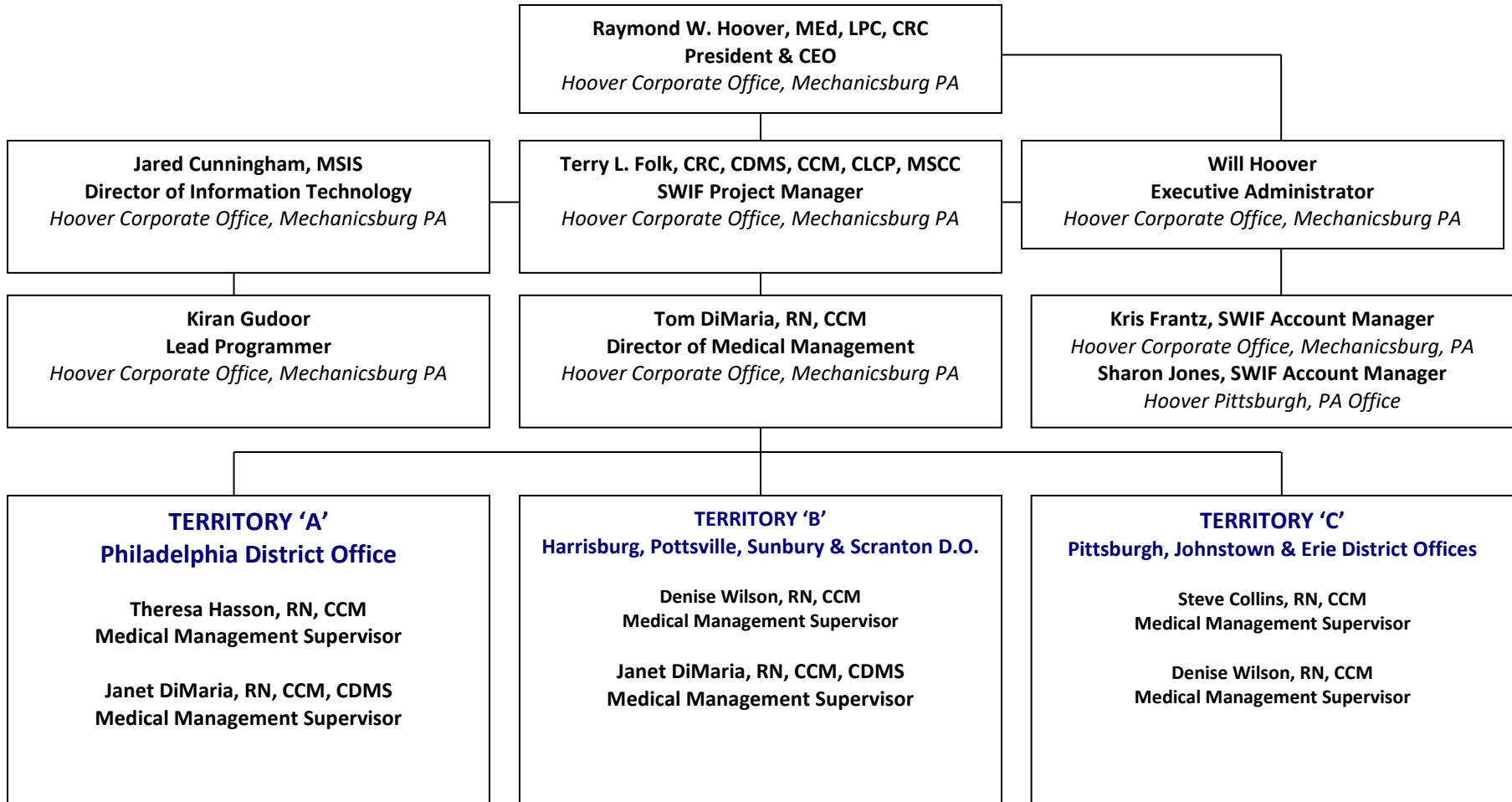
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page from any page in this document.**

1. Hoover staff locations and Organizational Chart



Personnel Who Will be Working on the Project

This organizational chart shows those individuals who will be involved with SWIF’s field-based medical case management project, and includes each individual’s title or department, relevant credentials, and physical location.



Click **CONTROL + HOME** to return to the first page of this document.

CONTINUED ON THE PAGE FOLLOWING



TERRITORY 'A'*
Philadelphia District Office

Theresa Hasson, RN, CCM
Deborah Katzaman, RN, CCM
Beth Reber, RN, CCM
Marlenah Lusby, RN, BSN
Sharon Offutt, RN, CCM
Stephanie Sarvat, RN
Linda Evans, RN
Bernadette Hart, RN
Carol Swendsen, RN
Lacie Tome, RN
Beth Redwine, RN, BSN
Robert McGriff, RN, BSN
Susan Shirey, RN

TERRITORY 'B'*
**Harrisburg, Pottsville, Sunbury
& Scranton District Offices**

Kathy Shimer, RN, BSN
Dawn Pearce, RN
Janet DiMaria, RN, CCM, CDMS
Kelly, Noss, RN-BC
Laura Robertson, RN, BS
Robert Martin, RN
Melinda Correa, RN
Karen Harman, RN
Thomas DiMaria, RN, CCM
Kim E. Enigk, RN, BSN
Marlene Major, RN
Nicole Burrell, RN BSN
Carin Townsend, RN, BSN

TERRITORY 'C'*
Pittsburgh, Johnstown & Erie D.O.s

Denise Wilson, RN, CCM
Carolyn Burk, RN
Steven Collins, RN, CCM
Amy McCracken, RN
Tracey May, RN
Sue Yingling, RN
Maxine Ruble, RN
Kimberly Houck, RN
Nancy Morrison, RN
Jennifer Ruhe, RN
Jessica Woods, RN, BSN
Nichole Liston, RN

SUPPORT STAFF - ALL TERRITORIES

All project support staff are located in Hoover's corporate office, Mechanicsburg, PA

Diane Curtin, Administrative Support for Field Nurse Case Managers
Shaun Mercier, Administrative Support for Field Nurse Case Managers
Karen Nailor, Administrative Support, Reception
Matthew Helt, Billing
Neila Swidersky, Billing
Cathleen Fitzpatrick, MEd, Medical Provider Relations
Reed Galinac, Communications

**RFP6100054582 – Medical Case Management
Project Organizational Chart**



Click CONTROL + HOME to return to the first page of this document.

2. HOOVER URAC ACCREDITATION CERTIFICATE



CERTIFICATE OF AWARD

in recognition of

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway
Mechanicsburg, Pennsylvania 17050

for compliance with

Case Management, 6.0 Accreditation Program

is awarded

Full Accreditation

Effective from August 01, 2020 through August 01, 2023

A handwritten signature in black ink that reads "Shawn Griffin MD".

Shawn Griffin, M.D.
President & Chief Executive Officer

Certificate Number: CMT007029 - 114684



ACCREDITED

URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.

Click CONTROL + HOME to return to the first page of this document.

**RFP 6100054582 – Medical Case Management
Services Technical Submittal 1.1.2 – Additional
Attachments**



3. Certificates Held

**Certificates held by Terry Folk, our Designated
Project Manager.**

**Click CONTROL + HOME to return to the
first page of this document.**

International Commission on Health Care Certification

Be it known that

Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

having met the standards and qualifying criteria of the Commission in Medicare Set-Aside Trust Arrangements, and having achieved an acceptable score on the Certification Examination, is hereby conveyed certification status as a

Medicare Set-Aside Certified Consultant

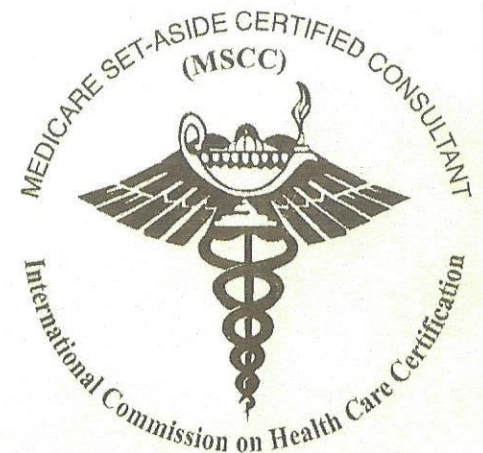
V. Robert M. IV, R.R., C.C.T.I.
Chief Executive Officer

0069

Certification Number

March 31, 2023

Expiration Date



International Commission on Health Care Certification

Be it known that

Terry L. Folk, CRC, CDMS, CCM, CLCT, MSCC

*having satisfactorily completed the required professional training
in Life Care Planning, and having achieved an acceptable score on the
Certification Examination, is hereby conveyed certification status as a*

Certified Life Care Planner

V. Dale McFarland, PhD, CASP
Chief Executive Officer

0721
Certification Number

July 31, 2022
Expiration Date



Commission on Rehabilitation Counselor Certification

To all persons be it known that

Terry L. Folk

*having completed the prescribed studies
and having satisfied the requirements for designation as a*

Certified Rehabilitation Counselor

*has accordingly been admitted to that designation with all the rights, privileges,
and immunities thereunto appertaining.*

*In witness whereof, the officers of CRC
have caused this certificate to be signed for practice
in the field of rehabilitation counseling as such upon bestowment.*



Stephanie G. Galt
President
Washington, DC 20004

James J. Quinn
Treasurer/Secretary
Washington, DC 20004



Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

TERRY L. FOLK

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

Certified Case Manager (CCM®)

Charlotte Soetebahl

CHAIR

Michelle B. Cook

SECRETARY

00003803

CERTIFICATION NUMBER

6/1/2018 - 5/31/2023

VALID THROUGH



Competency. Collaboration. Assurance.

Certification of Disability
Management Specialist

Certification of Disability Management Specialist

To all persons be it known that

TERRY L. FOLK

*has met the renewal requirements of approved continuing education and is therefore
qualified for continued practice in the field of disability management as a*

Certified Disability Management Specialist (CDMS®)

Magelle R Baker

CHAIR

Shirley A. Nelson MSN, RN, CCM

SECRETARY

4227136

CERTIFICATION NUMBER

01/01/2020 - 12/31/2024

VALID THROUGH

**RFP 6100054582 – Medical Case Management
Services Technical Submittal 1.1.2 – Additional
Attachments**



4. Hoover Resumes, Credentials and Licenses

Complete staff resumes, credentials and licenses appear on the following pages.

Click CONTROL + HOME to return to the first page of this document.

Raymond W. Hoover

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Email rhoover@hooverinc.com

PROFESSIONAL EXPERIENCE

1979 – Present

HOOVER REHABILITATION SERVICES, INC.
Mechanicsburg, PA

PRESIDENT/CEO

Responsible for overseeing all disability case management services provided by Hoover. Supervises professional staff members in the implementation of counseling and rehabilitation services for injured individuals, leading to the highest level of functioning. Population encompasses individuals exhibiting psychiatric disorders/dysfunction; orthopedic injuries; carcinoma; as well as other disabling or disfiguring injuries requiring services.

2006 – Present

KEYSCRIPTS, LLC
Mechanicsburg, PA

PRESIDENT

Develops strategic plans to advance company mission and objectives and promote revenue, profitability, and organizational growth. Oversees company operations to ensure production efficiency, quality, service, and cost-effective resource management. Plans, develops and implements strategies for generating company resources and/or revenues. Identifies partnership or other cooperative opportunities and directs implementation activities. Approves company operational procedures, policies, and standards. Reviews activity reports and financial statements to determine progress/status in achieving objectives and revises objectives/plans in accordance with current conditions. Evaluates executive performance for compliance with company policies and objectives and contributions in attaining objectives. Promotes the company through written communications and/or personal appearances at conferences, etc. Represents the company at legislative sessions, committee meetings or other formal functions. Promotes the company to local, regional and national interests/constituencies.

EDUCATION

Post Master's Graduate Course
University of Pennsylvania

Master's Degree
Rehabilitation Counseling
Pennsylvania State University

Bachelor of Science, Psychology
Pennsylvania State University

CREDENTIALS

- LPC** Licensed Professional Counselor, Pennsylvania
- NCC** Nationally Certified Counselor; National Board For Certified Counselors, Inc.
- CRC** Certified Rehabilitation Counselor;
Commission On Rehabilitation Counselor Certification
- ABVE** Board Certified Vocational Expert, Board Certified
Diplomate Status, American Board of Vocational Experts
- CCM** Certified Case Manager: Commission for Case Manager Certification
- CDMS** Certified Disability Management Specialist: Certification of
Disability Management Specialists Commission

BOARDS

- 1996** Commonwealth of Pennsylvania –
Appointed to 10-member board of the State Office Vocational Rehabilitation
Serving two 6-year terms
- 1999** Commonwealth of Pennsylvania –
Appointed to the State Board of Social Workers; Marriage, and Family Therapists;
and Professional Counselors

AFFILIATIONS

National Association of Rehabilitation Professionals in the Private Sector

Pennsylvania Association of Rehabilitation Professionals

SWIF Designated Project Manager

Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

Hoover Rehabilitation Services, Inc.

1970 Technology Parkway

Mechanicsburg, PA 17050

(717) 728-5502

Fax: (717) 728-5505

CURRENT EMPLOYMENT

June, 1980 – Present

HOOVER REHABILITATION SERVICES, INC.

1970 Technology Parkway, Mechanicsburg, PA 17011

**DIRECTOR OF OPERATIONS-CASE MANAGER-CERTIFIED LIFE CARE
PLANNER; MEDICARE SET-ASIDE SPECIALIST**

- Responsible for supervision of vocational and medical activities of supervisors and counselors, assuring quality of service provision, in addition to providing evaluation of staff. Involved in coordination of medical/ psychological care programs, working with counselors, rehabilitation nurses; coordinating rehabilitation care provision and case direction. Conduct case staffing with other rehabilitation professionals, providing rehabilitation goal planning, conducting intake interviewing with injured/disabled, or limited individuals, conducting testing, making recommendations or referring for further testing procedures, determining transferability of skills, based upon the residual physical capabilities, age, education, vocational history, and testing results; work as a liaison, coordinating efforts with the individual, physicians, other medical/psychological care providers, attorneys, and referral professionals. Provide case management planning and development of educational training program goals. Assist and monitor certification of medical and vocational employees of Hoover Rehabilitation Services, Inc. Provide Life Care Planning services and case management; Provide Medicare Set-Aside services and management and Centers for Medicare and Medicaid Services (CMS) notification and coordination.
- Work closely with Medical Bill Review department, providing oversight with bill review projects and programs.
- Responsible for overall supervision of Decision Point Review, Precertification and case management activities of the Precertification and Utilization Review departments. Staff with Department Managers, assuring quality of service provision.

SWIF Designated Project Manager

Terry L. Folk

FORMER EMPLOYMENT

1972 – 1980

PALMYRA AREA SCHOOL DISTRICT

Palmyra, PA

Teacher/Counselor

- Taught in Middle School environment, providing instructional and counseling services.

EDUCATION

Bachelor of Arts, Foreign Language/Education, 1971 – Lebanon Valley College

Life Care Planning Certificate: Kaplan University, July 2004

CREDENTIALS

CRC – Certified Rehabilitation Counselor (#23403)

CDMS – Certified Disability Management Specialist (#01009)

CCM- Certified Case Manager (#03047)

CLCP – Certified Life Care Planner (#0723)

MSSC – Medicare Set-Aside Consultant Certified (#0069)

Instructional II – Instructional Certification, Commonwealth of PA

Registered: State of Maryland – Practitioner # G0138

International Commission on Health Care Certification

Be it known that

Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

having met the standards and qualifying criteria of the Commission in Medicare Set-Aside Trust Arrangements, and having achieved an acceptable score on the Certification Examination, is hereby conveyed certification status as a

Medicare Set-Aside Certified Consultant

V. Robert M. IV, Ph.D., COE
Chief Executive Officer

0069

Certification Number

March 31, 2023

Expiration Date



International Commission on Health Care Certification

Be it known that

Terry L. Folk, CRC, CDMS, CCM, CLCT, MSCC

*having satisfactorily completed the required professional training
in Life Care Planning, and having achieved an acceptable score on the
Certification Examination, is hereby conveyed certification status as a*

Certified Life Care Planner

V. Dale McVey, M.D., CAGS
Chief Executive Officer

0723
Certification Number

July 31, 2022
Expiration Date



Commission on Rehabilitation Counselor Certification

To all persons be it known that

Terry W. Folk

*having completed the prescribed studies
and having satisfied the requirements for designation as a*

Certified Rehabilitation Counselor

*has accordingly been admitted to that designation with all the rights, privileges,
and immunities thereunto appertaining.*

*In witness whereof, the officers of C.R.C.C.
have caused this certificate to be signed for practice
in the field of rehabilitation counseling as such upon bestowment.*



Stephanie G. Galt
President
November 26, 2008

James J. White
President/Secretary
October 21, 2008



Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

TERRY L. FOLK

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

Certified Case Manager (CCM[®])

Charlotte Sothmann

CHAIR

Michelle J. Cook

SECRETARY

00001801

CERTIFICATION NUMBER

6/1/2018 - 5/31/2021

VALID THROUGH



Certification of Disability
Management Specialist

Competency. Collaboration. Assurance.

Certification of Disability Management Specialist

To all persons be it known that

TERRY L. FOLK

*has met the renewal requirements of approved continuing education and is therefore
qualified for continued practice in the field of disability management as a*

Certified Disability Management Specialist (CDMS®)

Magdalena R. Baker
CHAIR

Shirley A. Nelson MSN, RN, CCM
SECRETARY

4227136

CERTIFICATION NUMBER

01/01/2020 - 12/31/2024

VALID THROUGH

Jared Cunningham, MSIS

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway
Mechanicsburg, PA 17050
717.728.5502
jcunningham@hooverinc.com

PROFESSIONAL EXPERIENCE:

2014-Present **HOOVER REHABILITATION SERVICES, INC.**
Mechanicsburg, PA

INFORMATION TECHNOLOGY DIRECTOR

- Oversees daily operations and coordinates ongoing and new projects
- Direct installation, upgrade, and maintenance of all servers in Hoover network. Install various applications and system software. Monitor, tune, and support LAN network. Develop planning and design of company-wide custom software. Other duties related to information management systems.

2011-2013 **IT TAKES A VILLAGE, INC.**
Mechanicsburg, PA

IT SYSTEMS ADMINISTRATOR

- Designed and wrote proprietary iPad App, "ITAV Update Center" which was used by staff members to manage and update caseload data. Designed and built CentOS Linux "ITAV Cloud" server system. Oversaw design and integration of new database and daily accountability system. Built custom desktop PCs and maintained company technology infrastructure and provided daily tech support for virus removal, hardware malfunction and data recovery

Jared Cunningham

2000-2010 **HARRISBURG HIGH SCHOOL**
Harrisburg, PA

HISTORY TEACHER

- Built Harrisburg Career and Technology Academy's online hub, using content management system. Designed custom graphical user interface for simplified navigation, created webpages integrating html, xml and Flash content. Designed digital unit planning software with interactive help and Web 2.0 features, created original video, audio, music and digital images for help content. Worked with team of teachers to create lesson plan templates. Facilitated teacher technology training sessions on SmartBoard, iMovie and CLC.

EDUCATION:

M.S., Information Systems
The Pennsylvania State University

Bachelors of Arts
West Chester University

Technology Integration - Currently attaining
MA Wilkes University

Kiran K. Gudoor, MS
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

EDUCATION:

Shippensburg University
Shippensburg, PA
Master of Science, Computer Science

Madras University
Chennai, India
Bachelor of Science, ECE

PROFESSIONAL EXPERIENCE:

2001 - Present

Computer Programmer – Information Technology

- Responsible for maintenance of existing system as well as implementing the changes that has allowed the company to switch from DOS to a Windows-based operating system. Currently involved in developing a fully integrated programming system that allows complete access to all databases. Involves converting DBASE III Plus into visual Fox Pro. Has experience working with IBM Web Sphere 8.0 to host java based web applications.

COMPUTER PROFICIENCIES:

Languages: Java, C, C++, SQL & PL/SQL, Visual Basic 6.0, ASP. NET 5

Operating Systems: Windows 95, 98 Windows NT, Unix, MS-DOS, MAC OS, Solaris 2.6

Internet Cold Fusion, HTML, DHTML, JAVA Script, FrontPage 98, Adobe PhotoShop, Dreamweaver, HTML5

Database: Oracle7.x, 8.x, 8.1.x, Access 97 - MS Office 97, Visio Professional

R. WILL HOOVER

1970 Technology Parkway Mechanicsburg, PA 17050
Phone 866.446.2848

PROFESSIONAL EXPERIENCE:

2010-Present **Hoover Rehabilitation Services, Inc.**
Mechanicsburg, PA

Executive Administrator

- Supervises professional staff members to help insurance carriers, third party administrators, agents and self-insureds reduce their workers' compensation costs through well-designed and effectively managed prescription benefit plans.

2003-2006 **PRO ADVANTAGE INC**
Mechanicsburg, PA

VICE PRESIDENT, CEO

- Founder of professional baseball scouting and player development corporation

1998-2003 **HOOVER REHABILITATION SERVICES**
Mechanicsburg, PA

CORPORATE DEVELOPMENT/NEW BUSINESS

EDUCATION:

Certificate, Business Management and Executive Leadership
Massachusetts Institute of Technology, Cambridge, MA
2014

Bachelor of Science, Business/Marketing
University of Phoenix
2008

SHARON L. JONES

Hoover Rehabilitation Services, Inc.
Northland Center Building, Suite 207
4721 McKnight Road, Pittsburgh, PA 15237

EDUCATION:

B.A., Major Psychology; Minor Criminology
Indiana University of Pennsylvania, Indiana, PA
December 1997

PROFESSIONAL EXPERIENCE:

2/04 to Present

Hoover Rehabilitation Services, Inc., Pittsburgh, Pa
Regional Manager

Responsible for generating new accounts and maintaining existing accounts for the managed care industry in the various departments of Medical and Vocational case management, Medicare Set Asides, Repricing, Short Term Disability, and Telephonic Case Management. Provide budgetary reports on a monthly and quarterly basis to various accounts to ensure we are in compliance with the contract and guidelines as issued by the account. Develop and maintain a relationship with accounts and provide liaison services between departments and customers when requested by the account.

3/98 to 2/04

Hoover Rehabilitation Services, Inc., Allentown/Pittsburgh,
PA
Vocational Specialist

Provided counseling and placement services to individuals who have sustained industrial or automotive injuries. Conducted intake interviews; conducted testing procedures designed to assess individual's abilities; projected individual's employability, based upon pertinent vocational skill transferability and medically-based physical capabilities; conducted job analysis and job placement activities. Provided case management services and coordinate efforts with insurance personnel, physicians, attorneys and other various professionals and service providers.

9/97 to 12/97

Armstrong County Jail, Kittanning, PA

Correctional Counselor Intern

Communicated with inmates regarding criminalistic behavior. Promoted inmates personal goals and ways to utilize those goals. Devised a plan to increase self-esteem of inmates.

5/97 to 8/97

Butler County Children and Youth Services, Butler, PA
General Protective Unit Case Worker - Intern

Ensured satisfactory living conditions for children. Coordinated medical treatment for children. Demonstrated proper disciplinary actions for parents.

Carolyn Burk, BSN, RN

WORK EXPERIENCE

2015 to Present

HOOVER REHABILITATION SERVICES, INC.

1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

March 2011 to 2015

INTERIM HEALTH CARE

Altoona, PA

BRANCH SUPERVISOR

- Continuous improvement of the total quality of the branch as related to customers, employees and supervision, business operations, and community education
- Monitor compliance for employees
- Select, develop and retain qualified group of individuals to have an environment conducive to team and individual growth
- Ensure compliance with all federal, state and local laws, as well as corporate policies and procedures
- Complete annual budget and ensure that budget is met in ensuing year
- Marketing/brand-building

September 2009 to March 2015

HOME HEALTH SERVICES

Altoona, PA

ON-CALL REGISTERED NURSE

- Respond to calls from patients on weekends and evenings
- Complete after-hours new-patient referrals
- Respond to calls regarding medications and equipment issues
- Set-up deliveries of requested supplies
- Home visitation for intravenous and medication administration

March 2010 to March 2011

HOME NURSING AGENCY

Altoona, PA

PRN REGISTERED NURSE

- Provide skilled nursing care to homebound patients
- Specialization in pediatric nursing

Carolyn L. Burk, BSN, RN, Continued

March 2010 to January 2011

YTI CAREER INSTITUTE Altoona, PA

MEDICAL ASSISTANCE PROGRAM DIRECTOR

- Organize and lead faculty that provided quality classroom instruction
- Administer programs and monitor learning process to tailor course material to the individual needs of students for employment
- Manage program resources

September 2009 to March 2010

ALTOONA AREA HIGH SCHOOL Altoona, PA

REGISTERED NURSE, SCHOOL NURSE SUBSTITUTE

- Perform duties of school nurse for elementary, junior and senior high school students

November 2005 to March 2010

HOME NURSING AGENCY Altoona, PA

REGISTERED NURSE CASE MANAGER

- Provide skilled nursing care to homebound patients across their lifespan
- Provide education/training to assisted living facility staff

December 2009 to March 2010

PENN STATE UNIVERSITY Altoona, PA

NURSING CLINICAL INSTRUCTOR

- Provide education/training to students in associate's and bachelor's degree nursing programs
- Implement nursing theory into clinical setting

May 2005 to November 2005

ALTOONA REGIONAL HEALTH SYSTEMS Altoona, PA

REGISTERED NURSE

- Provide care to telemetry patients
- Supervise LPNs and CNAs

February 2002 to May 2005

HEALTHSOUTH Altoona, PA

LICENSED PRACTICAL NURSE

- Provide care to patients recovering from orthopedic and brain illness/injury
- Assist physicians with steroid injections in pain management clinic

Carolyn L. Burk, BSN, RN

Continued

EDUCATION

VARIOUS EDUCATIONAL CONFERENCES AND SEMINARS

2011 to 2016

INDIANA UNIVERSITY OF PHOENIX

Phoenix, AZ

ENROLLED IN MASTER OF SCIENCE IN NURSING

Anticipated graduation: July 2016

PENN STATE UNIVERSITY

Altoona, PA

B.S., NURSING, 2009

A.S, NURSING, 2005

GREATER ALTOONA CAREER AND TECHNOLOGY CENTER

Altoona, PA

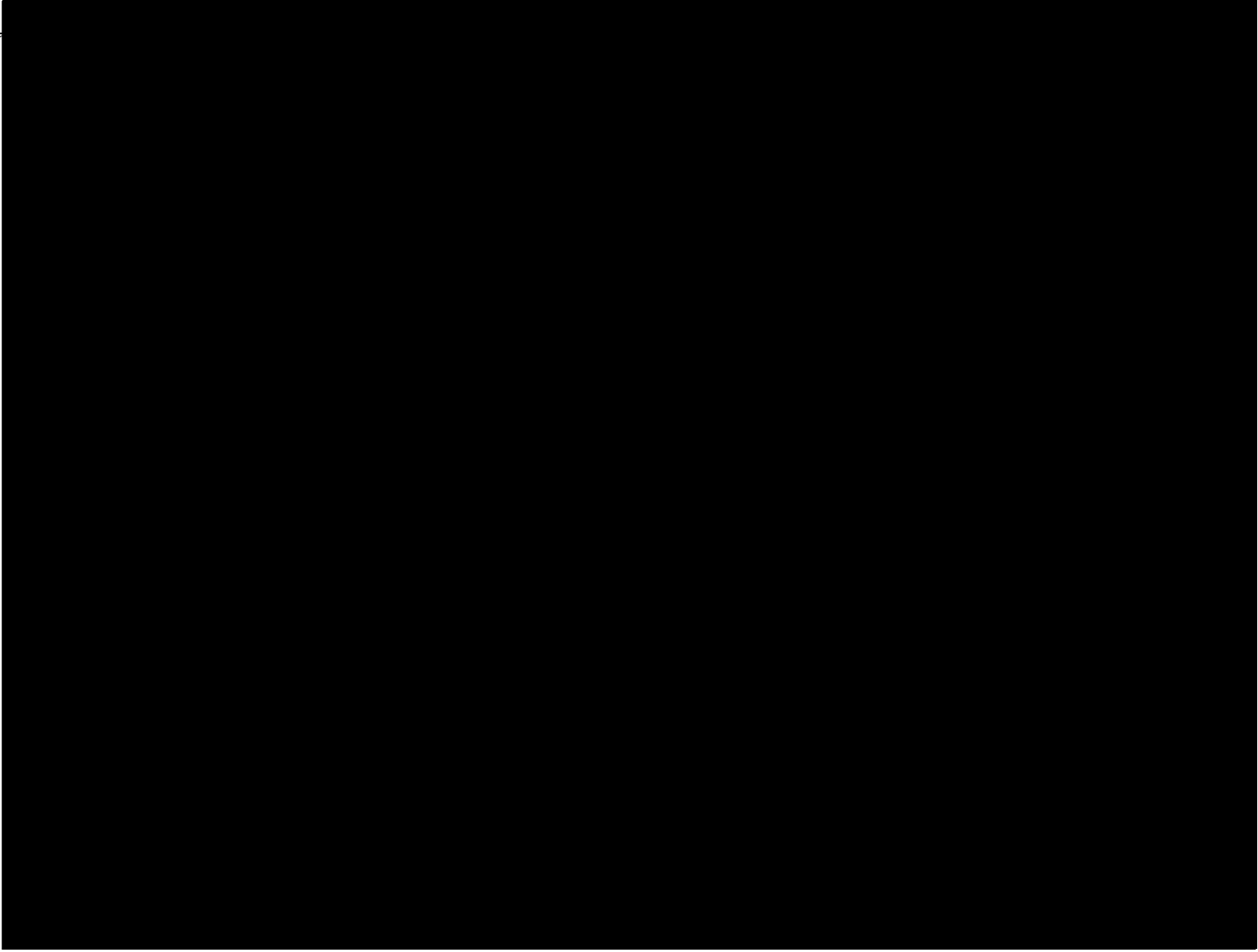
LPN DIPLOMA, August 2001

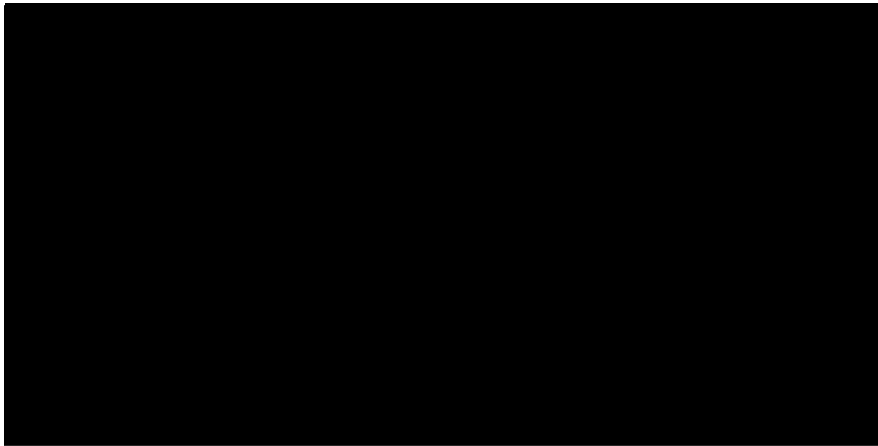
COMPUTER LEARNING NETWORK

Altoona, PA

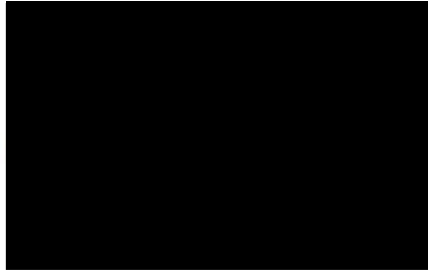
MEDICAL SECRETARY

Diploma, 1999





Nicole Burrell BSN, RN, CPN



Objective

I have worked nightshift in a hospital setting the last 10 years and I am looking to expand my career and knowledge base and branch out and try something new. I love nursing and ready for a change.

Education

Pennsylvania College of Health Sciences- June 2014

Bachelor of Science in Nursing

Lancaster General College of Nursing and Health Sciences- May 2010

Associate in Science in Nursing

Certifications

Registered Nurse License in Pennsylvania, [REDACTED] expires October 2023

Basic Life Support, American Heart Association - expires September 2023

Pediatric Advanced Life Support, American Heart Association - expires July 2023

Certified Pediatric Nurse- issued 06/2018 expires 02/28/2022

Related Experience

Penn State Milton S. Hershey Medical Center

March 2013-Present

Registered Nurse

- Complete head- to-toe assessments on children birth-18 years of age.
- Document in medical record
- Implement and carry out plan of care
- Complete admissions and discharges
- Discuss patient care with multidisciplinary team
- Charge nurse on unit.
 - Facilitate admissions on unit
 - Make appropriate staffing decisions based on unit needs

- Make unit assignments
- Offer assistance and guidance to other nurses on unit
- Unit representative on Clinical Quality Council from July 2015- June 2016
- Chair of integrated council from July 2016- June 2017

Pinnacle Health

March 2011-March 2013

Registered Nurse

- Complete head- to- toe assessments on adult patients
- Interpret telemetry strips
- Document in patients' medical record
- Communicate with multidisciplinary team members
- Complete admission and discharges
- Implement and carry out plan of care
- Charge nurse on unit.
 - Facilitate admissions on unit
 - Make appropriate staffing decisions based on unit needs
 - Make unit assignments
 - Offer assistance and guidance to other nurses on unit

Middletown Nursing Home

August 2010- March 2011

Registered Nurse

- Oversee care of 102 residents
- Provide direct supervision of LPNs and CNAs
- Perform admission assessments on residents and fill out necessary paperwork
- Communicate with the on-call physician

Continuing Education

- Assist in the understanding of pediatric diabetes and the care management of pediatric patients diagnosed with type 1 diabetes attended- 8/29/18
- Competency Validator Session attended- 6/2021
- Nursing Grand Rounds attended- 02/20/21
- PAWS Facilitator Training attended 1/29/2018
- Healthcare Provider/Mandated Reporter Suspected Child Abuse Training completed September 2021
- Pediatric Stoke Course attended- 6/23/21
- Pediatric Nephrology The Kidney and You attended- 09/30/2020



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

01/17/2022

License Information

NICOLE MICHELLE BURRELL

[REDACTED]

Board/Commission: State Board of Nursing

Status Effective Date: 08/02/2010

LicenseType: Registered Nurse

Issue Date: 08/02/2010

Specialty Type:

Expiration Date: 10/31/2023

License Number: [REDACTED]

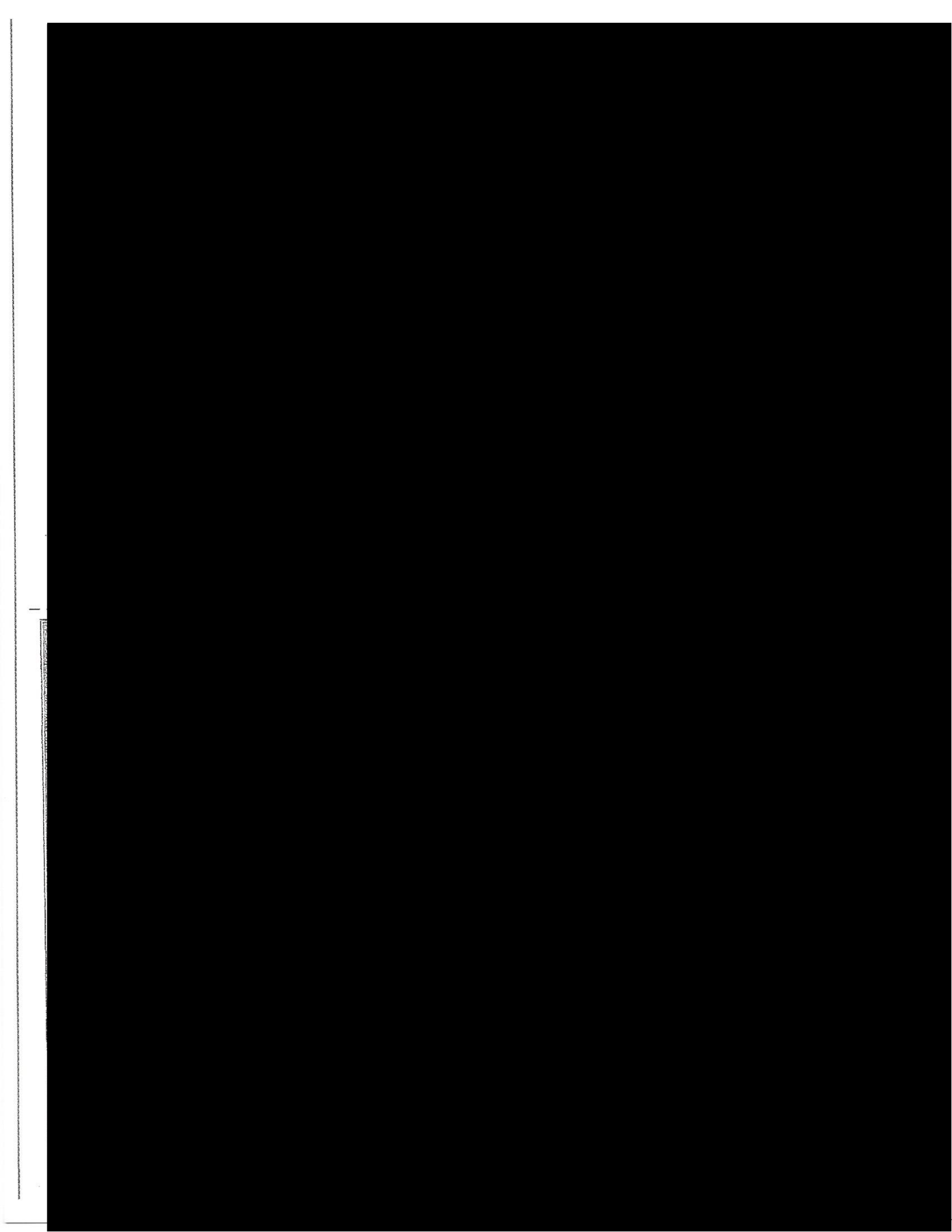
Last Renewal: 10/01/2021

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.





STEVEN COLLINS
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

July 2012 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

2004-2012

UPMC-SHADY SIDE 4 EAST
Pittsburgh, PA

STAFF NURSE

- Frequently the charge nurse
- Preceptor
- Informatics Rep and SharePoint Manger

2004-2011

FAMILY HOSPICE
Mt. Lebanon, PA

EXTENDED HOURS NURSE

- Respond to after hours calls
- Pronouncements
- Admissions

1994-2004

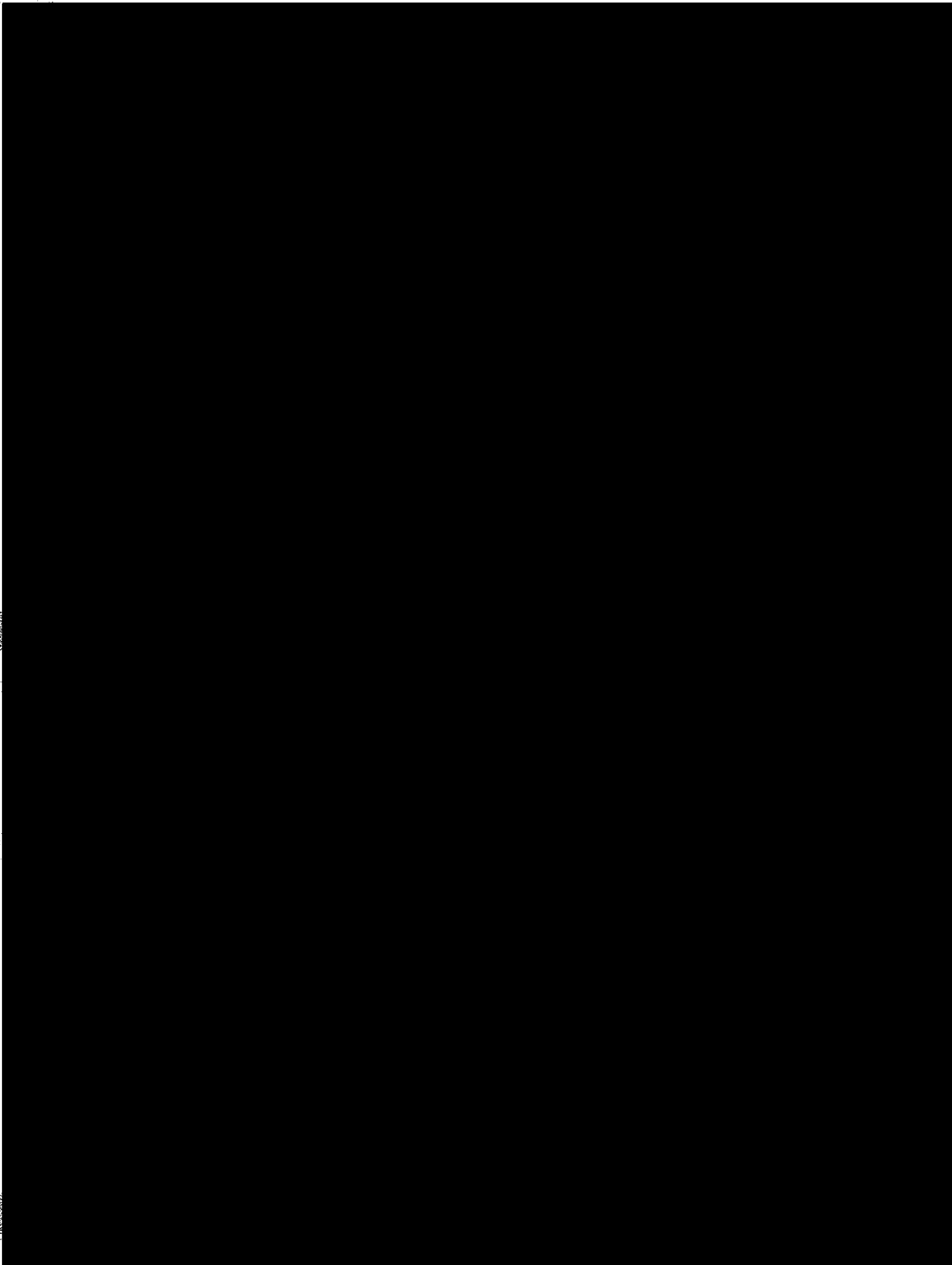
ARNOLD EMS
Arnold, PA

EMT

- 1st Aid and CPR instructor
- In charge of inventory
- Respond to emergency calls

EDUCATION

Shadyside School of Nursing, RN



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Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

Steven Allan Collins

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

Certified Case Manager (CCM®)

Myahelle R. Baker
CHAIR

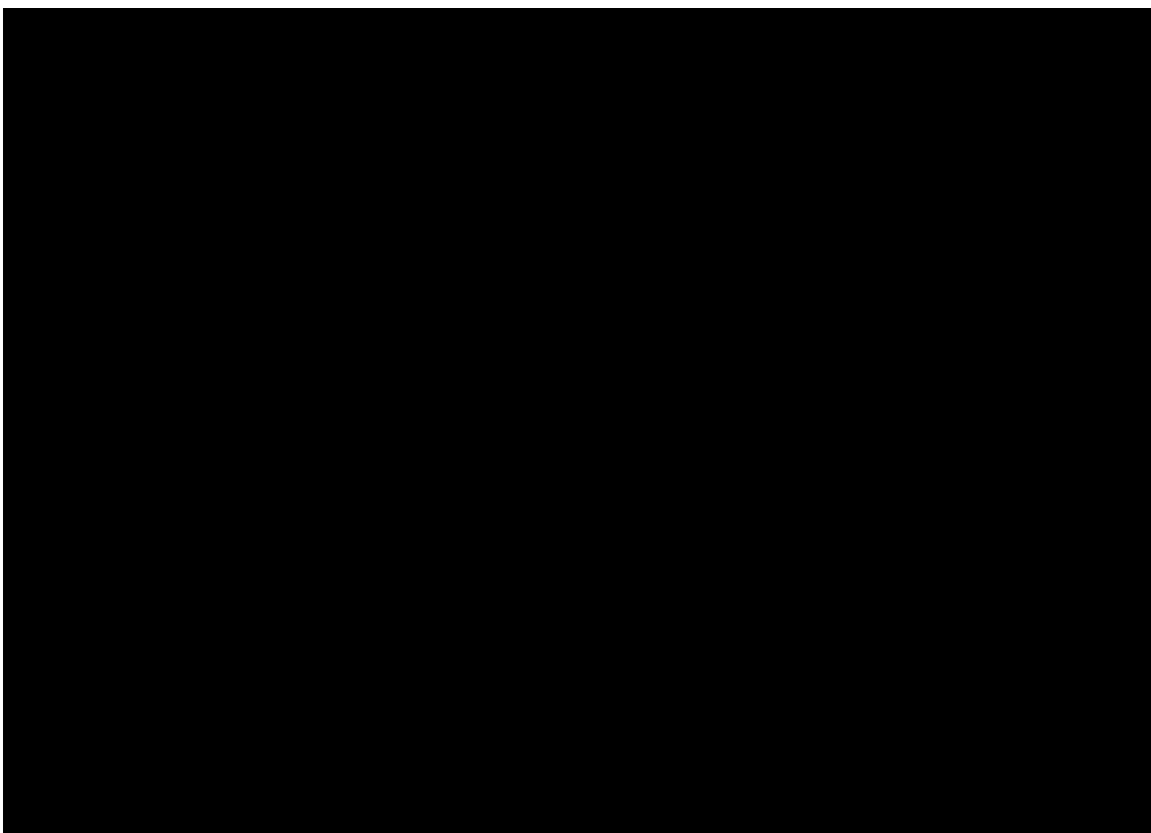
Shirley A. Nelson
SECRETARY

4221150

CERTIFICATION NUMBER

06/01/2021 — 05/31/2026

VALID THROUGH



Melinda L. Correa



Objective:

Dedicated Registered Nurse with recent telemetry and long-term-care experience, committed to providing safe and compassionate care seeks employment to advance my skill set in an administrative setting.

Skills:

- Implemented total nursing care through the nursing process while communicating effectively with family members and patients.
- Evaluated patient's response to treatment and progress toward goals.
- Acted as patient advocate; interacted in a timely manner between multidisciplinary staff to minimize delays and optimize patient care and efficiency.
- Administered and executed therapeutic physician and nurse-initiated interventions.
- Worked together with physicians and ancillary staff to discuss and identify patient's treatment needs
- Experienced in physical assessment and assisted physicians with bedside procedures.
- Modified and individualized care according to patient and family culture, demographics, history, and needs.
- Readied patients for stress testing, echocardiograms, peripheral diagnostic studies, hemodialysis, cardiac catheterization procedures and the operating room.
- Administered blood and blood product transfusions and monitored patients for adverse reactions
- Monitored chest tubes, JP drains, PD catheters, nephrostomy tubes and pacer wires.
- Prepared and administered oral, rectal, NG/PEG tubes, SUBQ, IM, IV, and recorded prescribed medications.
- Managed and provided clinical direction to LPNs and CNAs.

Employment:

Registered Nurse:

April 2019 – Present

- Wilkes-Barre General Hospital
- Registered Nurse- Telemetry Unit

November 2017 – April 2019

- HCR Manor Care/Hampton House/Wilkes-Barre PA
- Transition of Care Nurse
- Infection Preventionist

April 2017 -January 2018

- Arc Center
- Pregnancy Counselor

June 2015 – January 2017

- Geisinger Wyoming Valley/Wilkes-Barre PA
- MSW-Cardiac Telemetry Unit

October 2015 – April 2016

- Guardian Elder Care/Nanticoke PA
- Weekend RN Supervisor

Nurse Aide

2013 – June 2015

- Provide high quality patient centered care on the medical surgical telemetry unit.
- Preserve patient dignity and minimize discomfort while carrying out duties.

Licensed Practical Nurse

2011-2015

- Provided high quality care to adolescent residents of an 80 bed inpatient psychiatric facility
- Duties included safe medication administration, assessment and treatment of minor injuries and compliance of safety measures during patient restraint administration.

United States Navy Corpsman

2000-2005

- Provided high quality care to active duty service members, veterans and their dependent family members in various health care settings.

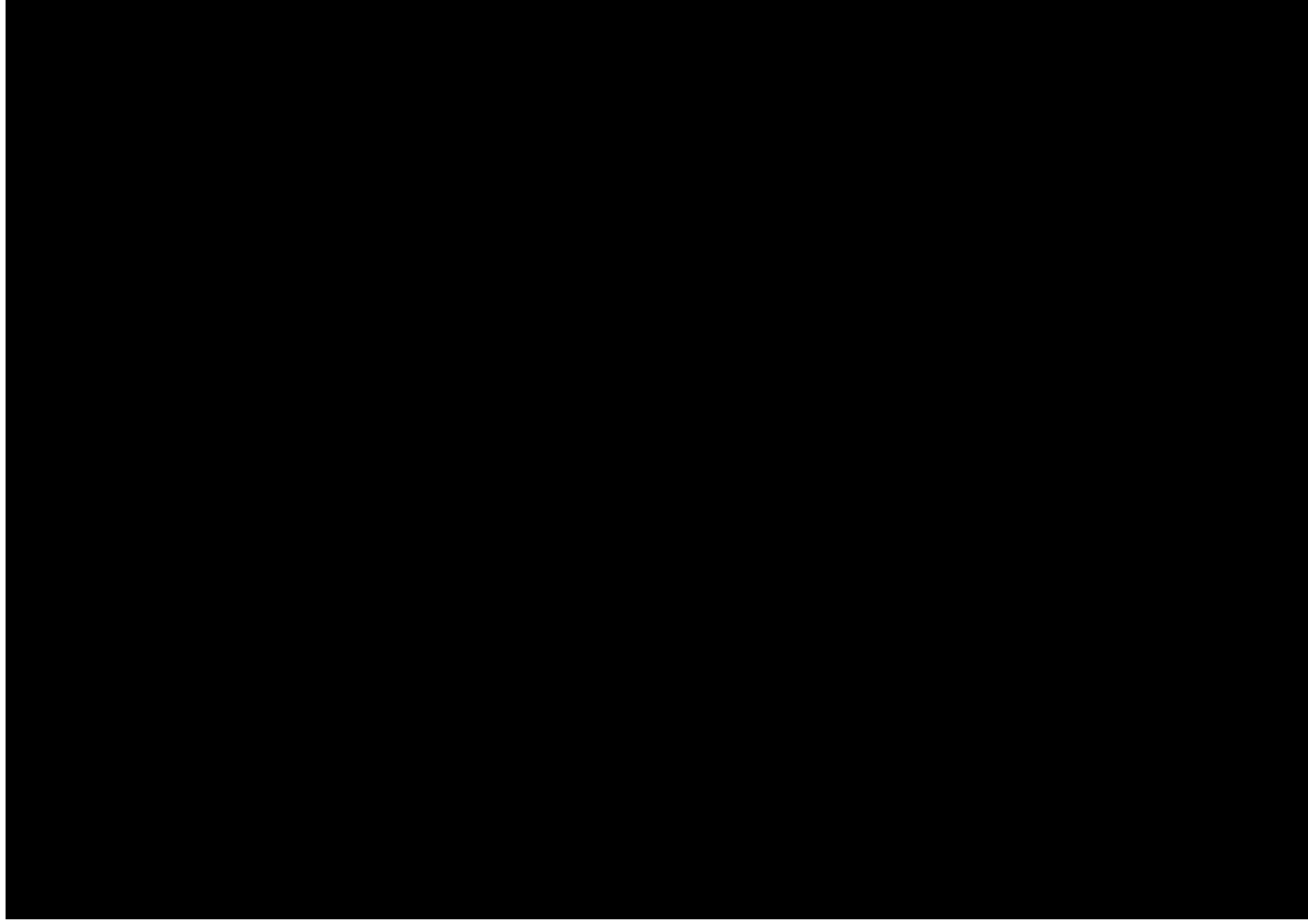
Education:

Bachelor of Science Degree in Nursing, Misericordia University, Dallas, PA

Associate of Science Degree in Child Development, Mount San Jacinto, San Jacinto, CA

Licenses & Certifications:

- Registered Nurse/ [REDACTED]
- CPR
- ACLS
- Disaster Preparedness
- Child Abuse Recognition and Reporting





Thomas L DiMaria, RN, CCM
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

January 2016 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

DIRECTOR OF MEDICAL MANAGEMENT

- Responsible for oversight and management of all clinical aspects of the case management departments, including clinical guidance and consultation with the practitioners in the field. Coordinates and troubleshoots departmental procedures to ensure seamless service continuum. Coordinates, develops and assists in educational training programs. Monitors and evaluates the performance of medical case management supervisors. Serves on the QI Committee, and relates concerns, issues and potential resolutions/solutions to customers

April 2013- January 2016

MEDICAL SERVICES SUPERVISOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

2006-2009

RN NURSE AUDITOR

- Performed on-site and desk audits for worker's compensation and automobile claims.

2001-2013

SWOYERSVILLE POLICE DEPARTMENT
Swoyersville, PA

CHIEF OF POLICE

- Responsible for overall operation of a 10 member Police Department. Including budget preparation, submission and oversight, hiring, discipline, purchasing and policy development. This position required close interaction with elected officials, the public and media.

1984-1988

WILKES BARRE GENERAL HOSPITAL
Wilkes Barre, PA

REGISTERED NURSE - ORTHOPEDIC UNIT

- Assigned as a staff nurse, was responsible for all aspects of patient care and post-operative treatment of patients receiving prosthetic implants along with routine care of patients.

EDUCATION

Associates Degree in Nursing - Luzerne Community College
FBI National Academy 228th Session





Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

THOMAS LEONARD DIMARIA

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

Certified Case Manager (CCM®)

Jeanie L. LeDoux

CHAIR

Chikita Mann

SECRETARY

4211539

CERTIFICATION NUMBER

6/1/2019 - 5/31/2024

VALID THROUGH



Janet DiMaria, RN, CDMS, CCM
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE:

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

2016 - Present

Medical Services Supervisor

Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician

2000 to Present

Nurse Case Coordinator/Department Manager

Supervise all activities of Precertification Department and perform Decision Point Review, precertification and case management relative to N.J.A.C. 11: 3-4.

1995 to 1999

LIBERTY MUTUAL INSURANCE COMPANY

Nurse Case Manager

Interview, initiate, and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost effectiveness; conduct job analysis and meet with employers for the purpose of creating a job position suitable for the individual within physical requirements imposed by the physician.

1989 to 1995

HOOVER REHABILITATION SERVICES, INC.

Nurse Case Manager

Interview, initiate, and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost effectiveness; conduct job analysis and meet with employers for the purpose of creating a job position suitable for the individual within physical requirements imposed by the physician.

1983 to 1989

WYOMING VALLEY HEALTHCARE

Operating Room Nurse

Performed all clinical duties, assisting surgeons in surgical suite.

Education:

1996-1997 Luzerne County Community College
Course Work – Healthcare Management

1995-1996 Kings College – Wilkes Barre, PA
Course Work – Healthcare Management

1980-1983 Reading Hospital & Medical Center School of Nursing
Reading, PA

Credentials:

CDMS – Certified Disability Management Specialist (#006505)

CCM- Certified Case Manager (#00009251)

Pennsylvania Registered Nurse License ([REDACTED])

New Jersey Registered Nurse License ([REDACTED])



The Commission for Case Manager Certification

Based on our most recent information, the individual listed here currently holds certification from CCMC as a Certified Case Manager (CCM).

CERTIFICANT: Janet DiMaria

FROM: 12/1/1998
THROUGH: 11/30/2013

CCMC Certification Center
PO Box 17209, St. Paul, MN 55117
Phone: 651-789-3744
Fax: 1-800-648-1828
email: support@ccmchea.org



Commission for Case Manager Certification



Click to Print

Certification of Disability Management Specialists COMMISSION

To all persons be it known that

Janet Marie DiMaria

*having completed the prescribed studies
and having satisfied the requirements for designation as a*

CERTIFIED DISABILITY MANAGEMENT SPECIALIST

*has accordingly been admitted to that designation with all the rights,
privileges, and immunities thereunto appertaining.*

*In witness whereof, the officers of the Commission have caused this certificate to be
signed for practice in the field of disability management as such upon bestowment.*



A handwritten signature in black ink, appearing to read 'Janet DiMaria', written over a circular stamp or seal.

Chair

A handwritten signature in black ink, appearing to read 'Alice Morgan', written over a circular stamp or seal.

Secretary

Customer No. 00009251

Valid Through : March 31, 2017



Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

JANET MARIE DIMARIA

*has met the renewal requirements of approved continuing education as administered
under the authority of the Commission for Case Manager Certification
and is therefore qualified for continued practice in the field of case management as a*

Certified Case Manager (CCM®)

Jeanne L. LaSoy

CHAIR

Chikita Mann

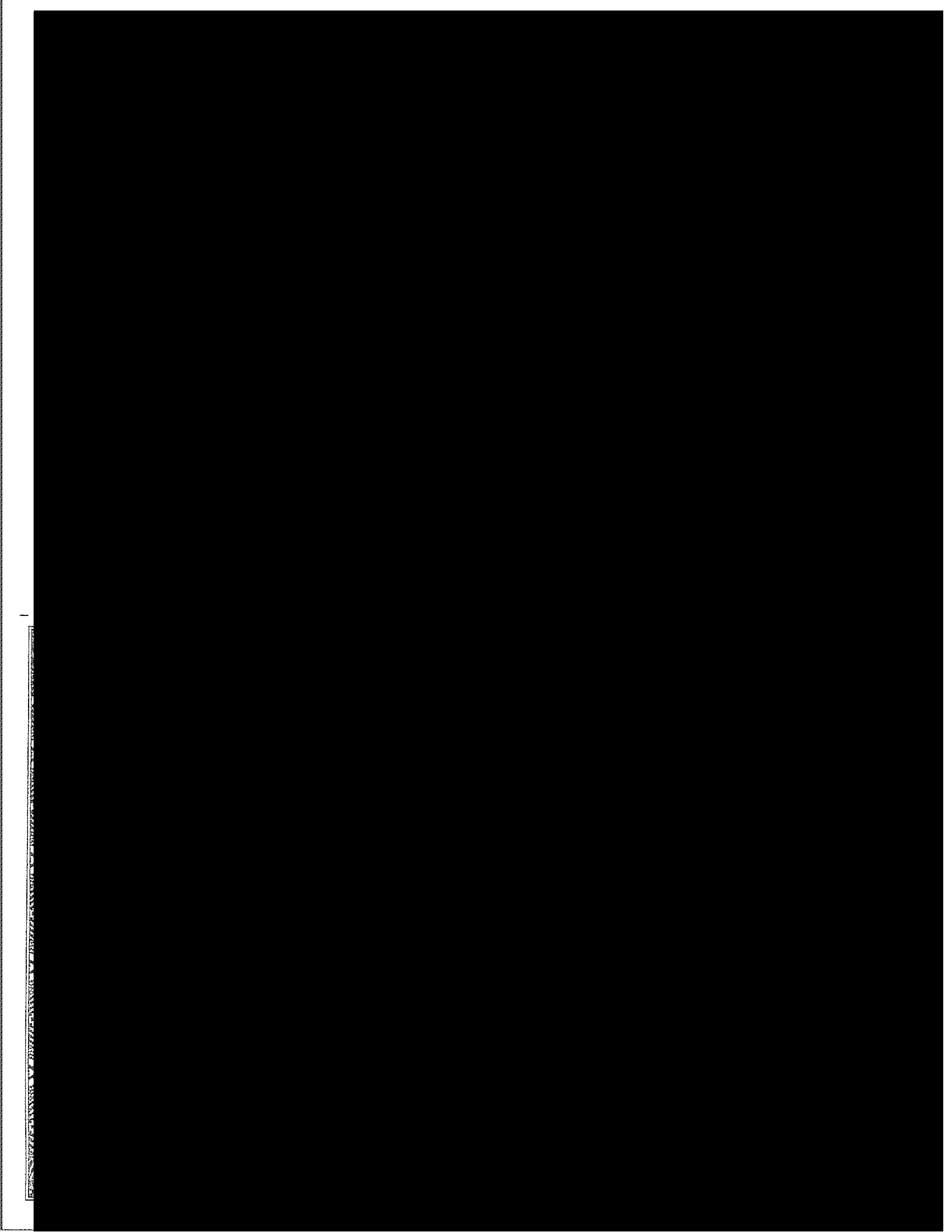
SECRETARY

00009251

CERTIFICATION NUMBER

12/1/2018 - 11/30/2023

VALID THROUGH





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Kim Enigk

Nurse Supervisor - Sunbury Community Health & Rehabilitation Center



Seeking a Registered Nurse Position that expands my nursing role and responsibilities.

WORK EXPERIENCE

Infection Control Nurse

Milton Nursing and Rehab Center - Milton, PA - April 2015 to Present

Handling the Infection Control Program for the Facility. This includes providing employees and resident with Annual Flu Vaccines.

Also provide tuberculosis testing and drug screening for new employees and employees with work related injuries.

Administer and set up bowel and bladder programs for residents of the facility.

Nurse Supervisor

Sunbury Community Health & Rehabilitation Center - Sunbury, PA - August 2014 to Present

Nursing Supervisor for 29 Bed long term care facility.

House Supervisor

The Williamsport Home - Williamsport, PA - May 2013 to August 2014

House Supervisor for 129 bed long term care facility.

* Staffing Coordination based on patient acuity and Medicare guidelines.

House Supervisor

Lock Haven Hospital - Lock Haven, PA - November 2012 to April 2013

House Supervisor for 60 bed community hospital.

* Staffing Coordination based on patient acuity and clinical area on off shift hours.

House Supervisor

HCR Manor Care - Jersey Shore, PA - September 2012 to November 2012

House Supervisor for 120 bed long care facility.

* Staffing Coordination based on patient acuity and Medicare guidelines.

House Supervisor

Evangelical Community Hospital - Lewisburg, PA - March 2005 to September 2012

House Supervisor for 133 bed community hospital.

* Staffing Coordination based on patient acuity and clinical areas on off shift hours.

Staffing Coordination based on patient acuity and clinical area.

House Supervisor

Sycamore Manor Nursing Home - Montoursville, PA - November 2004 to June 2005

House Supervisor for 130 long term care facility.

* Staffing Coordination based on patient acuity and Medicare guidelines.

RN

John C. Lincoln-Deer Valley - Phoenix, AZ - September 2001 to October 2004

Staff Nurse on 27 bed Telemetry Unit

* Function as team leader for coordination of admissions, discharges and patient and family concerns during on duty shift, Supervise up to 5 RNs and 2 paraprofessionals.

RN, Registry Nurse

Firstat - Phoenix, AZ - February 2001 to September 2003

Staffing relief in LTC facilities and hospitals to include telemetry, med-surg, postpartum and acute rehab.

House Supervisor

Beatitudes Campus of Care - Glendale, AZ - November 1998 to January 2001

House Supervisor for 200 bed long term care facility.

* First response to emergency calls in Independent Living Apartment on 23-acre campus.

* Staffing coordination based on patient acuity and Medicare guidelines.

RN, Case Manager

Glencroft Care Center - Phoenix, AZ - February 2000 to August 2000

Responsible for Preadmission Screening of patients.

* Cost monitoring for pharmaceuticals, DME and rehabilitative services for patients.

* Provided the discharge planning for each patient to include procurement of DME, home health services or placement needs for patients into group home, assisted living or long term care.

RN, Case Manager

Health International - Scottsdale, AZ - March 1998 to October 1999

Prior Authorization Nurse for self-insured clients with patient population base of 250,000. Included telephonic review with physician's offices and hospitals nationwide.

* Utilization Review Nurse during patient's hospital stay; determined medical necessity of stay.

* Assisted patient to obtain DME, IV antibiotic therapy and home health services after discharge from hospital.

First Lieutenant

USAF - October 1993 to February 1998

United States Air Force, Luke, AFB, AZ

Assistant Education and Training Officer

* Assisted in Joint Commission in October 1997, overall hospital rating 98%; best ever in Department of Defense.

* Developed the Health Services Television Network, provided on site continuing education credits for over 700 healthcare personnel.

* Administered a medical training program for radiology students, cited best in Air Force, April 1997.

* Organized the computer training program for hospital personnel, increased computer literacy rate by 30% within 6 month period.

RN

USAF - Sun City, AZ - March 1997 to October 1997

Charge nurse, medication and treatment nurse for 25 Medicare and Alzheimer's patients. Also house supervisor with staffing responsibilities.

RN, Staff Nurse

USAF - February 1995 to February 1997

Performed assessment and handled care to an obstetric population of L&D, Cesarean, Postpartum and Newborns.

- * Managed ante partum patients to include nonstress testing, preterm labor and magnesium therapy.
- * Planned and delivered teaching to new mothers from lactation support to infant care procedures.
- * Counseled women via telephone triage concerning ante, postpartum and newborn.

RN, Staff Nurse

USAF - October 1993 to January 1995

Supervised and provided patient care on a 36 bed surgical unit serving five surgical specialties.

RN, Special Care Unit

Geisinger Medical Center - Danville, PA - June 1992 to September 1993

Provided primary nursing care for 2-3 critically ill patients on a 14 bed intensive care unit in a Level 1 Trauma Center.

Private Duty LPN

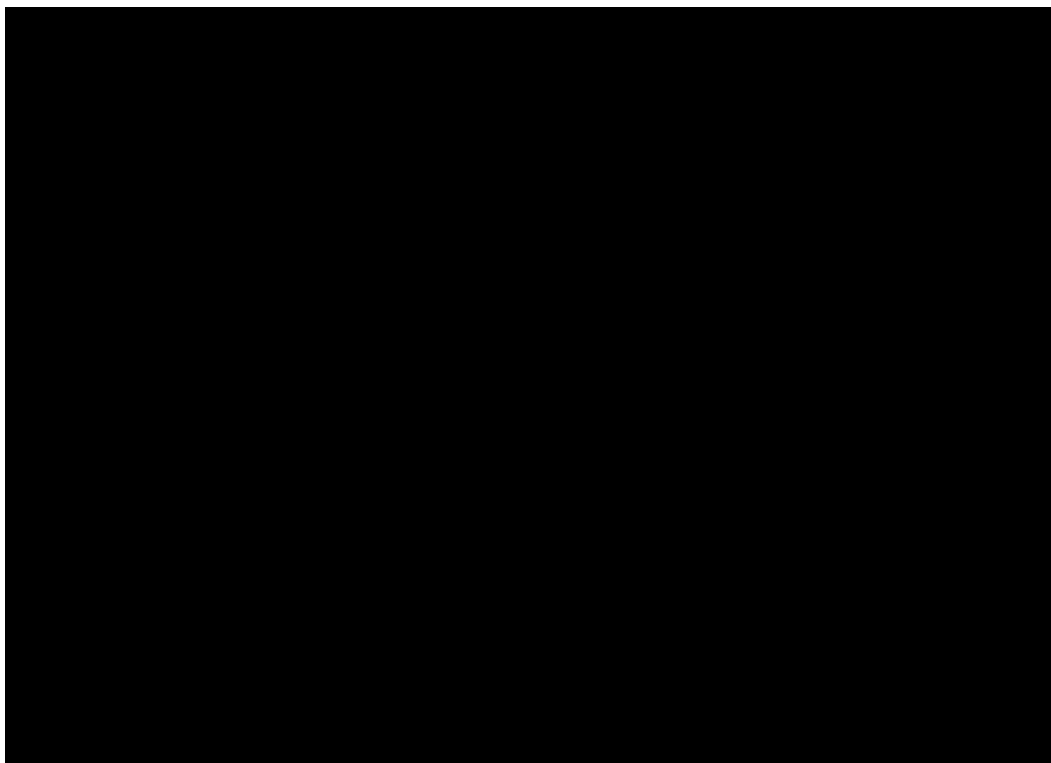
Jersey Shore Steel Company - Williamsport, PA - June 1986 to October 1992

Private duty nurse for elderly female; providing direct patient care with supervision and scheduling of care providers.

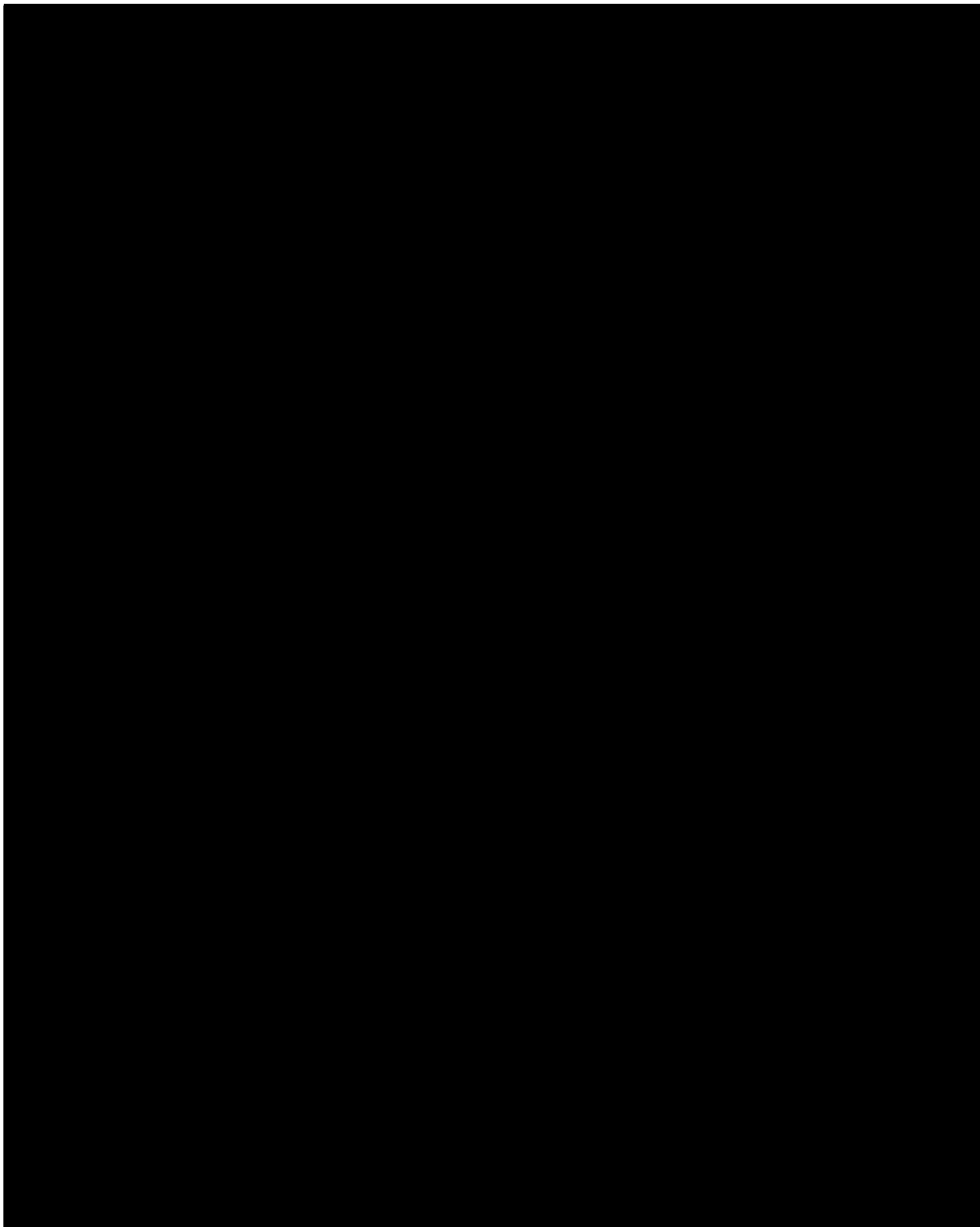
EDUCATION

BSN in Technology

Lycoming College - Williamsport, PA



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LINDA J EVANS, RH, LNC
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

April 2015-Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

April 2012-May 2015

FRANCISCAN CARE CENTER
Hockessin, DE

ASSISTANT DIRECTOR OF NURSING and DIRECTOR OF NURSING

- Managed service/care delivery to geriatric, rehabilitation residents in a 104 bed SNF. Incident reporting/investigations, quality improvement. Developed/implemented audit tools, policy & procedure, discharge follow up tool.

November 2011-February 2012

PINNACLE REHABILITATION & HEALTHCARE CENTER
Smyrna, DE

ASSISTANT DIRECTOR OF NURSING

- Oversaw a 151 bed LTC and rehab facility. Monitored nursing and CAN staff performance and scheduled appropriate education. Completed incident investigations/.reporting and identified critical care and safety issues.

May 2011- October 2011

CADIA HEALTHCARE & REHABILITATION
Wilmington, DE

ASSISTANT DIRECTOR OF NURSING and DIRECTOR OF NURSING

- Managed service/care delivery to geriatric, rehabilitation residents in a 136 bed facility. Conducted timely chart audits with issue identification and corrective action to ensure compliance with State/Federal regulations.

January 2009-April 2011

REGENCY HEALTHCARE & REHABILITATION

Wilmington, DE

ASSISTANT DIRECTOR OF NURSING and RN/UNIT MANAGER

- Provided leadership in nursing facility operations and service delivery in a 100 bed LTC facility. Reviewed pharmacy protocols and decisional/implemented tracking system that reduced costs. Created dining room protocol that resolved infection control issues, streamlined activities and addressed residential rights serving issues.

March 2006-December 2008

MY NEW DIRECTIONS

Mt. Pleasant, SC

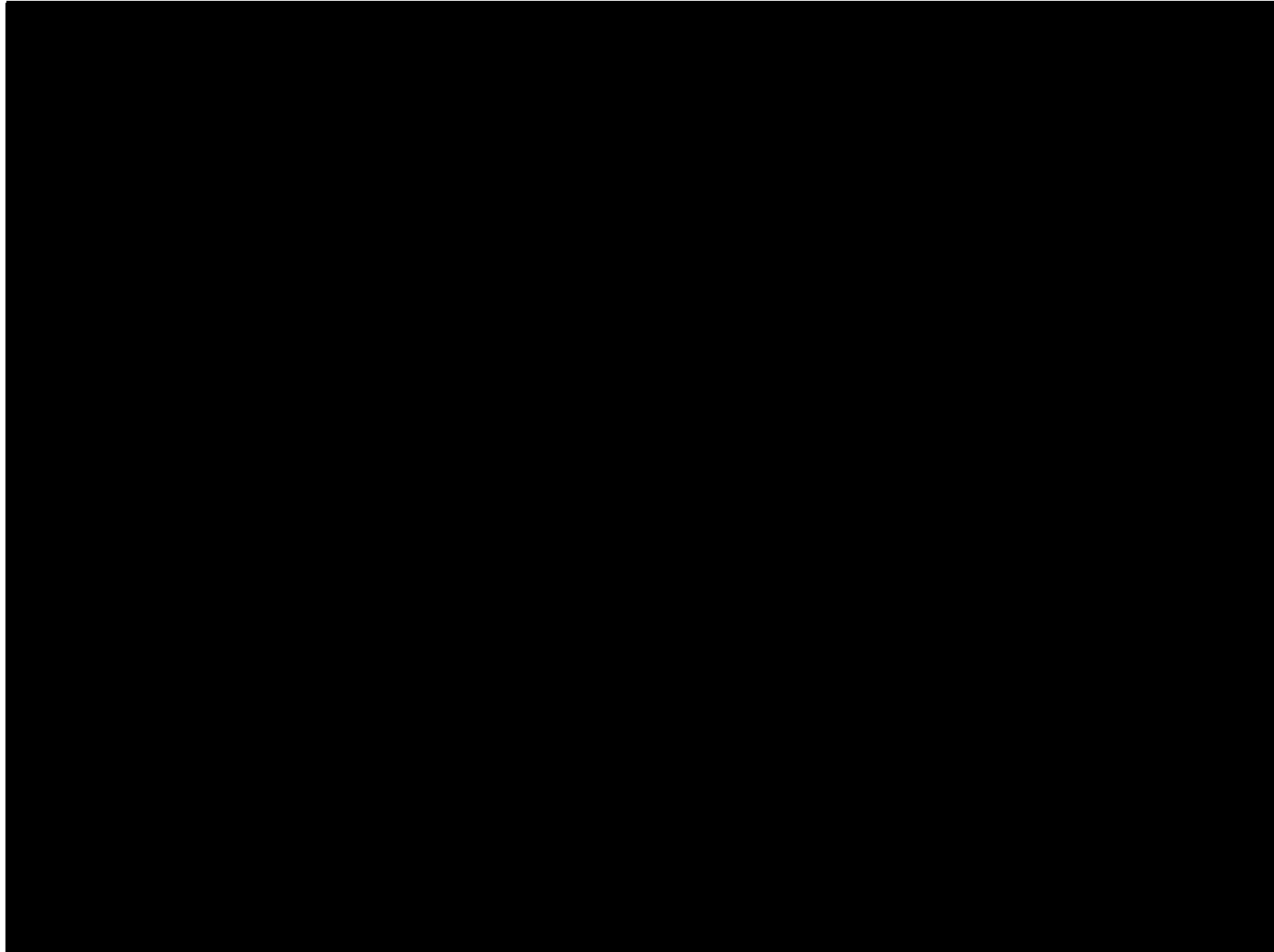
TRAVEL NURSE

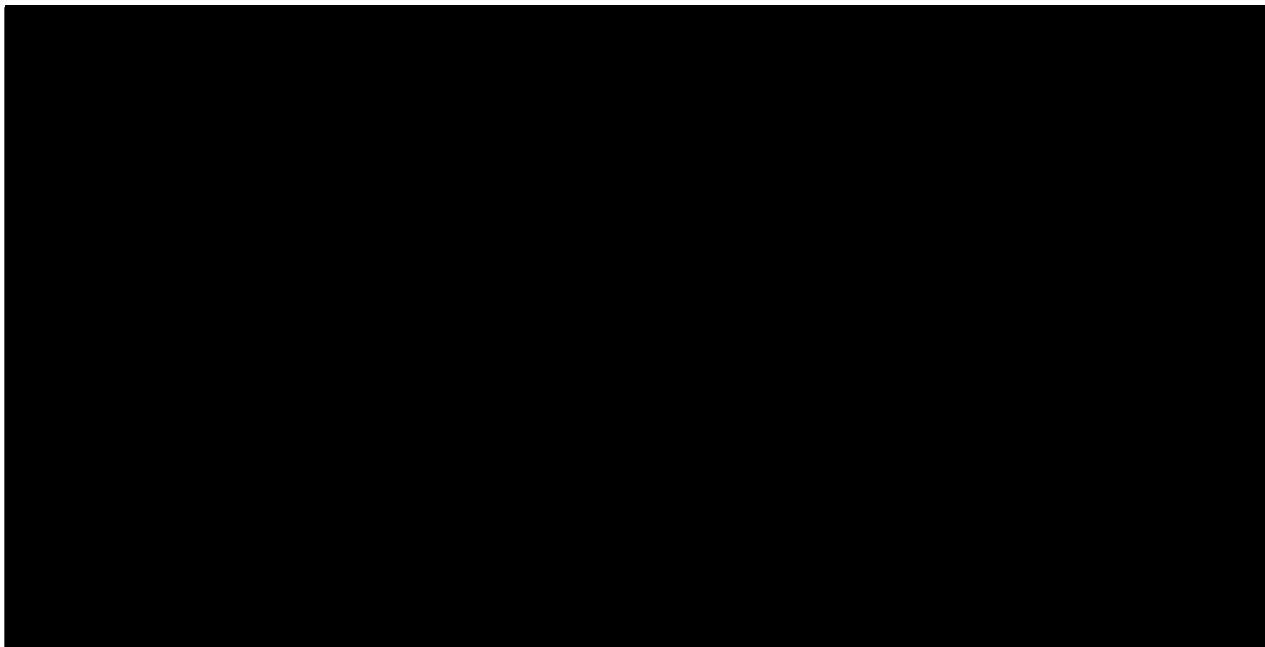
- Telemetry Unit - Henrico Doctors Hospital
- Heart & Vascular Unit - MUSC Hospital
- Kidney Transplant Unit - MUSC Hospital

EDUCATION

Associates Degree in Nursing - University of Delaware

Legal Nurse Consultant Certificate - University of Delaware





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Karen A Harman RN



A passionate, dedicated, and motivated nursing professional with 29 years experience providing superior clinical care to a diverse patient population in various clinical settings. Possess years of experience communicating effectively with nurses, physicians, and other medical professionals while ensuring the quality and continuity of care for patients. I am currently seeking full time employment. I have strong IV skills, telemetry monitoring, critical care and moderate sedation.

Recent Work Experience

South Shore Ambulatory Surgery Center
Pre-Op and PACU Staff Nurse.

May 2019- Present

Responsible for preparing patients for surgery
Responsible for recovering patients post surgery

South Nassau Community Hospital
Interventional Radiology Staff Nurse.

October 2016- May 2019

Working alongside interventional radiologists, vascular surgeons, neurosurgeons and anesthesia in a busy IR/ Angiography department.
Responsible for communicating with physicians offices and performing chart review
Responsible for the assessment and direct care of patients both in-patients and out patients before,during and after diagnostic and therapeutic imaging procedures
Scheduling and prioritizing of both in patients and outpatients elective and emergent procedures
Responsible for patient and family teaching for pre-op and discharge instructions
Preceptor for new staff and charge role when assigned

Previous Work Experience

South Nassau Community Hospital
Interventional Nurse Coordinator.

April 2007-October 2016

In addition to staff responsibilities
Maintained staff schedule including on call schedule
Participated in committees and staff development initiatives as well as stroke team and Performance improvement
Taught and guided students in the Radiology School

South Nassau Community Hospital
Interventional Staff Nurse.

May 2001- April 2007

South Nassau Community Hospital
Registered Nurse ICU.

May 1996 - May 2001

South Nassau Community Hospital

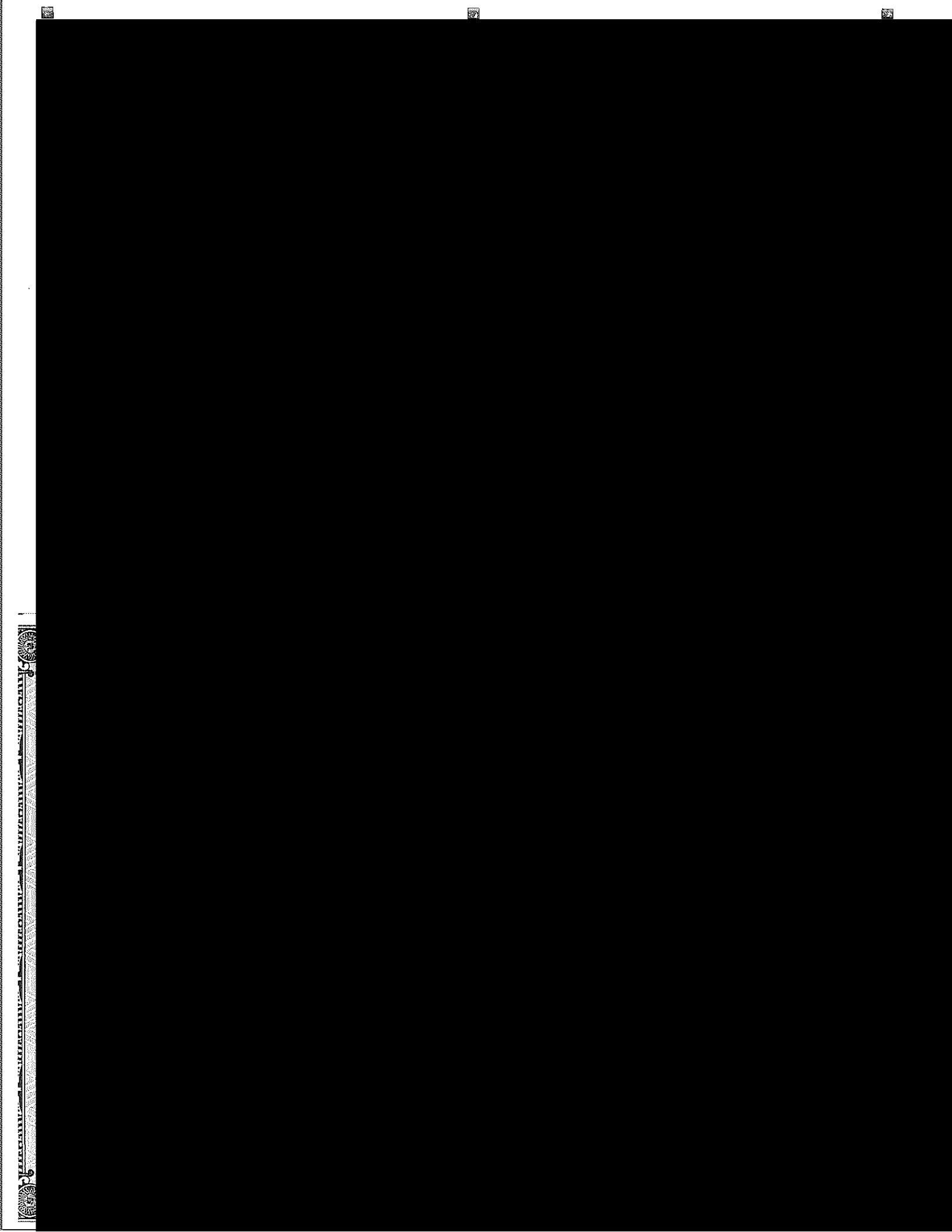
Registered Nurse Float Pool Medical,Surgical,ICU,Oncology,Telemetry.

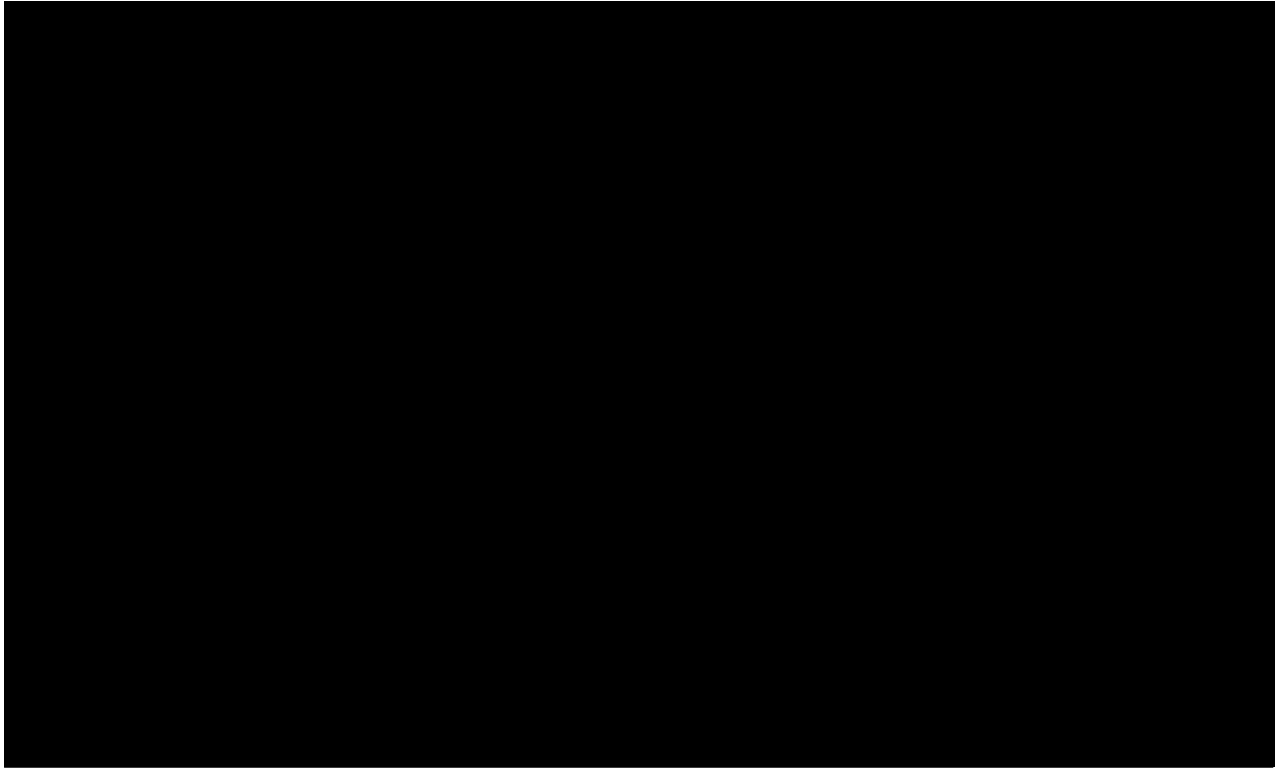
June 1991-May 1996

Education

Nassau Community College Associate of Science in Nursing

BLS, ACLS and PALS certified





BERNADETTE D. HART, RN, CCM

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway
Mechanicsburg, PA 17055
717.728.5502
Fax: 717.728.5004

WORK EXPERIENCE

May 2005 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

November 2000 to January 2005

ST. ELIZABETH HEALTH CENTER
Youngstown, OH

MOBILE ICU TRANSPORT NURSE

- Functioned independently as head of team during inter-hospital transport; assessed, evaluated and treated patients, revising plan of care as needed; prioritized multiple transport request and directed treatment teams; supervised all patient billing; maintained current knowledge of Medicare, Medicaid and private insurance requirements; set up and maintained computerized statistical records for mobile ICU; prepared various statistical records; audited all mobile ICU charts; prepared staff schedules; promoted good public relations; oriented new staff.

EDUCATION

JAMESON SCHOOL OF NURSING

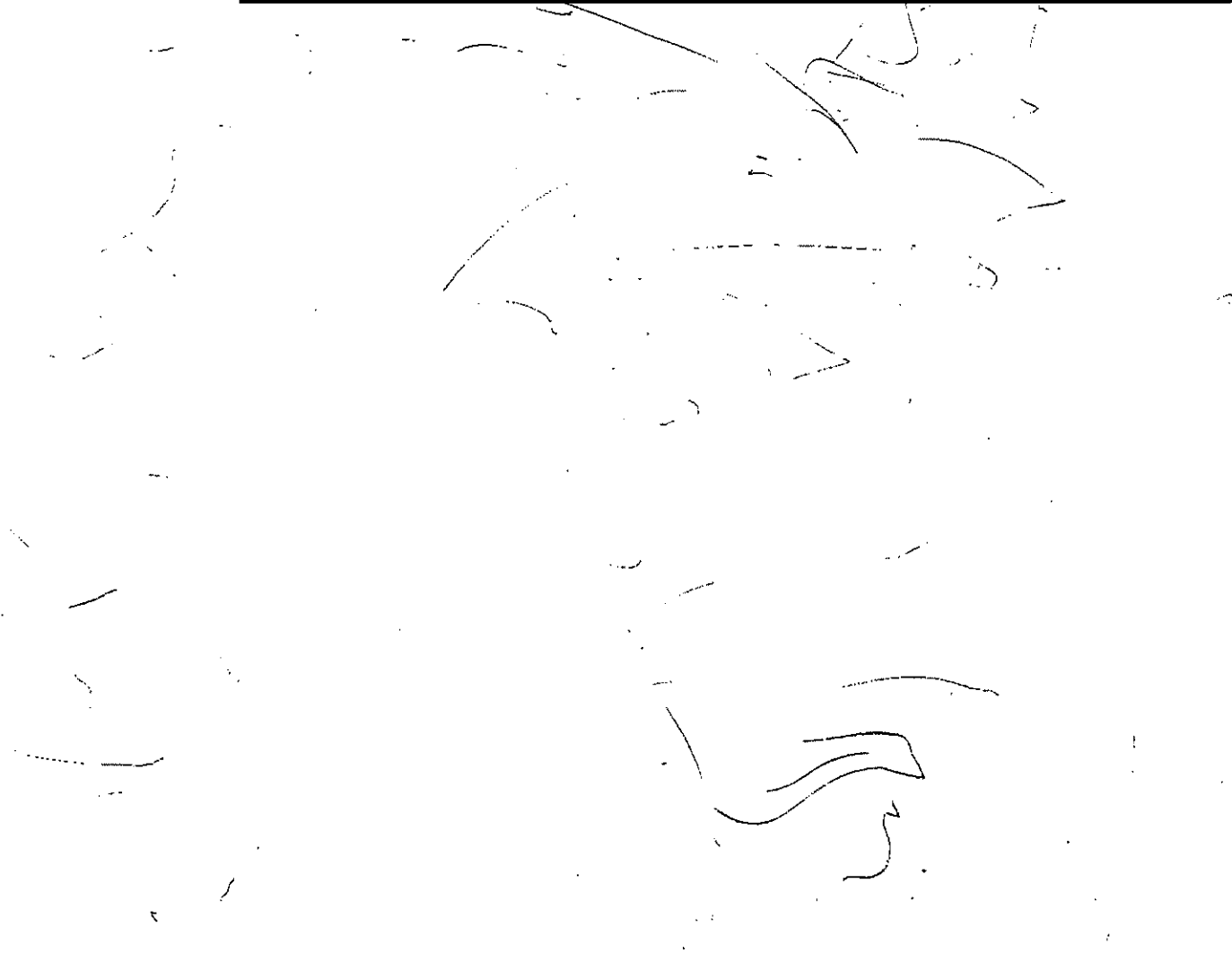
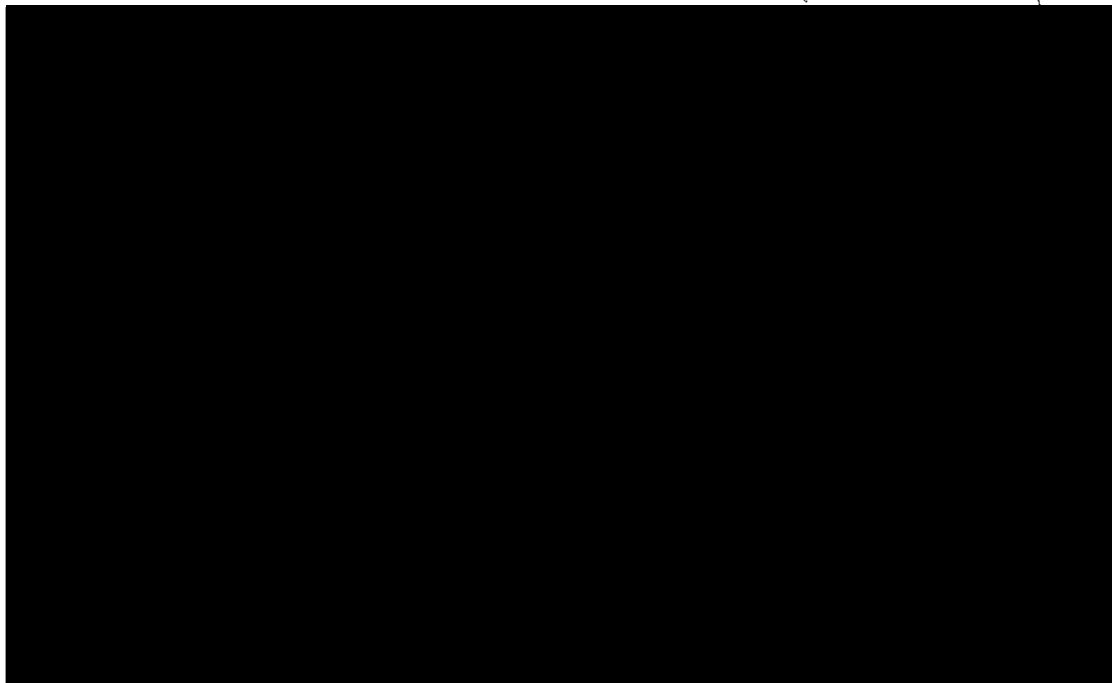
WESTMINSTER COLLEGE

SKILLS/CERTIFICATIONS

Currently hold unrestricted, current RN licenses in PA, DE and NJ
Certified Case Manager (CCM)

CCRN, BLS and ACLS Instructor, Nursing Administrative Task Force, Teaming Committee Leader, Education Committee Chairman





Theresa Hasson, RN

WORK EXPERIENCE

March 2015 to Present

HOOVER REHABILITATION SERVICES, INC.

1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

2012 to March 2015

BAYADA HOME HEALTH CARE

Allentown, PA

CLINICAL MANAGER

- Assigned to high- and low-tech skilled nursing cases, including ventilator dependent clients, and assistive care cases
- Clinical assessment
- Interview, educate/train, supervise and evaluate field staff
- Develop of care plans and care process in client home
- Schedule services in coordination with office team
- Ensure client satisfaction

2011 to 2012

GENESIS HEALTHCARE

Fairview Care Centre, Philadelphia, PA

UNIT MANAGER

- 52-bed progression and long-term care facility
- Coordinate resident care
- Manage nursing staff
- Provide customer and family services

2010 to 2011

GENESIS HEALTHCARE

Liberty Court, Philadelphia, PA (Center City)

DIRECTOR OF NURSING

- 150-bed facility with a branded transitional care unit
- Coordinate resident care
- Manage nursing staff
- Create facilities budget
- Assist in coordination of an average of 120 admissions and 65 planned discharges, monthly
- Interview and hire nursing staff

Theresa Hasson, Continued

2006 to 2011

GENESIS HEALTHCARE

Kennett Square, PA

INTERIM NURSE MANAGER

- Skilled nursing duties assigned on an as-needed basis among eight facilities
- Assisted centers with attaining and/or maintaining regulatory compliance by acting as interim manager or director
- Staff educating and auditing

2004 to 2006

GENESIS HEALTHCARE

Pennsburg, PA

DIRECTOR OF NURSING

- 120-bed long-term care center
- Managed care of residents, nursing staff and facilities budget

2002 to 2004

GENESIS HEALTHCARE

Pottstown, PA

DIRECTOR OF NURSING

- 136-bed long-term care center
- Managed care of residents, nursing staff and facilities budget
- Eliminated use of outside nursing agency during tenure as director

1999 to 2002

GENESIS HEALTHCARE

Pennsburg, PA

UNIT MANAGER

- 60-bed skilled nursing unit
- Managed care of residents, nursing staff and facilities budget
- Acting director of nursing in director's absence
- Assisted director with reports, audits, and data tracking and analysis

1996 to 1999

GENESIS HEALTHCARE

Quakertown, PA

CHARGE NURSE

- Provided skilled nursing during regular shift
- Served as nursing supervisor during 3-11 shift
- Medication and treatment administration
- Assessment and documentation
- Liaison with physicians, families and staff
- Care planning
- Managing emergent situations
- Address staffing issues

Theresa Hasson, Continued

1995 to 1996

LEHIGH VALLEY HOSPITAL

Allentown, PA

REGISTERED NURSE

- Assigned to float pool, emergency room, medical-surgical floors and step-down units
- Provided skilled nursing
 - Administered IVs
 - Phlebotomy
 - Medication and various treatments
 - Monitor lab work and studies
- Assessed patient care needs
- Worked cooperatively with physicians to serve residents and their families

EDUCATION

MONTGOMERY COUNTY COMMUNITY COLLEGE

Blue Bell, PA

ASSOCIATE'S DEGREE, NURSING

May 1995

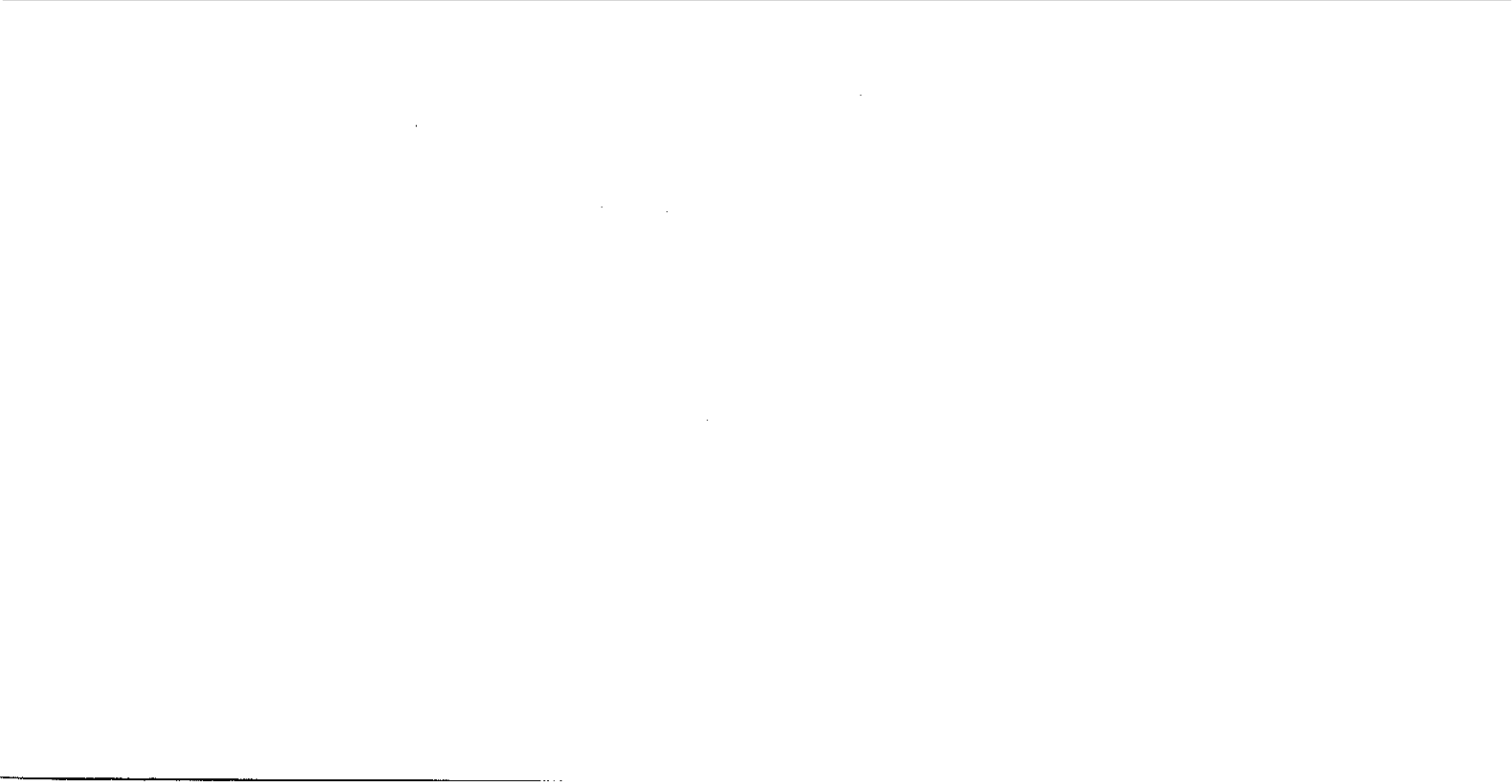
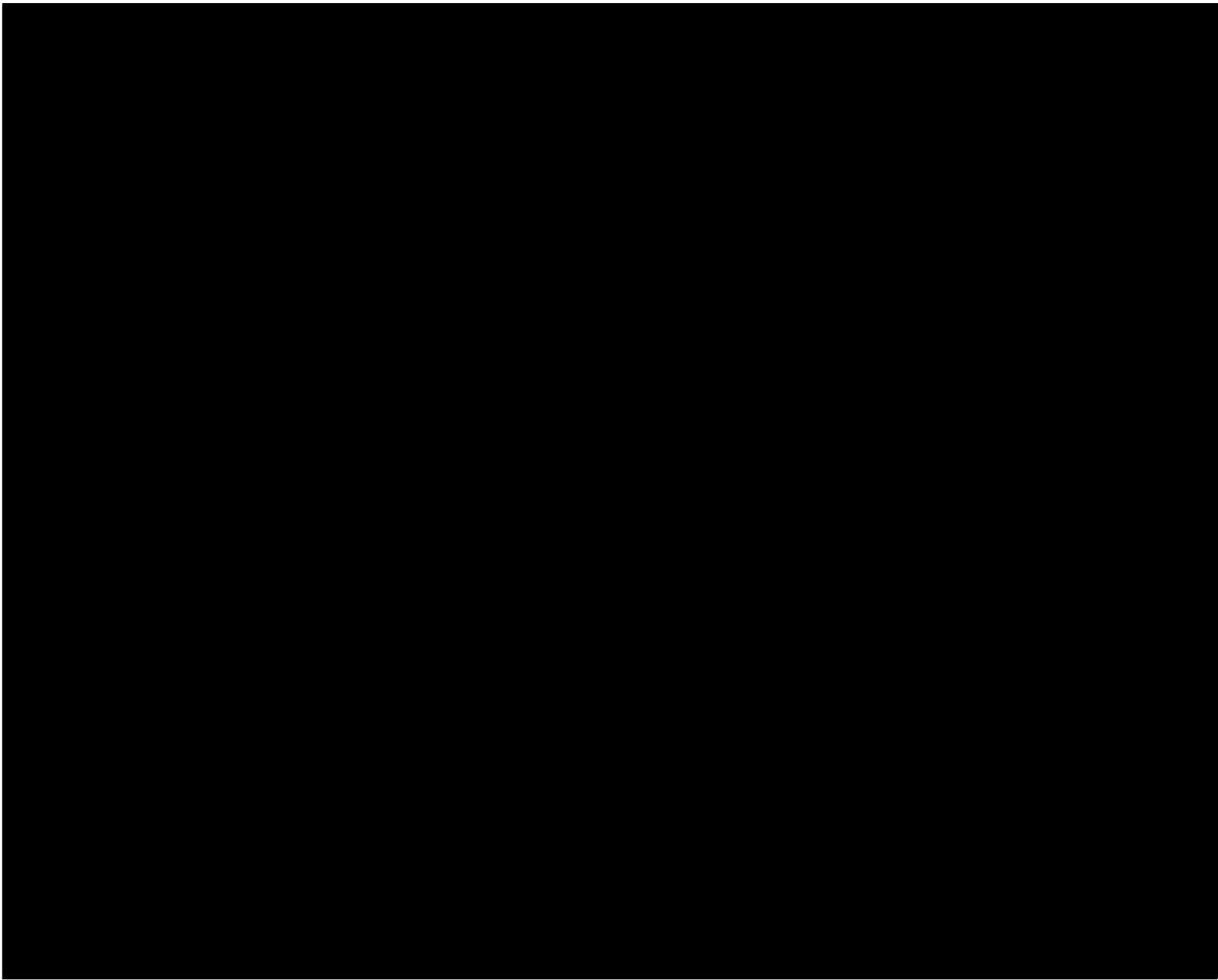


UPPER PERKIOMEN HIGH SCHOOL

Pennsburg, PA

HIGH SCHOOL DIPLOMA

June 1988





Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

TERESA HASSON

*has met the qualifications and has passed the examination
prepared and administered under the authority of the
Commission for Case Manager Certification and is therefore qualified as a*

Certified Case Manager (CCM®)


CHAIR


SECRETARY

4222844

CERTIFICATION NUMBER

1/1/2017 - 11/30/2021

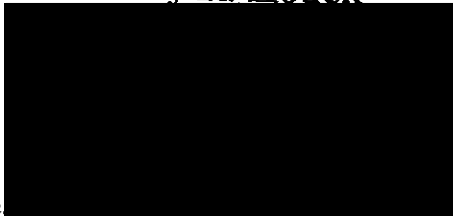
VALID THROUGH



10/28/23

4794

Kimberly R. Houck



EDUCATION

The Pennsylvania State University
Associate of Science, Nursing

CERTIFICATION AND LICENSURE

Registered Nurse
CPR and First Aid

NURSING/WORK EXPERIENCE

Interim Healthcare, Altoona, PA
Pediatric Homecare Supervisor

February 2017-Current

- Provided skilled nursing care to pediatric patients in the home care or school setting
- Oversaw the care of pediatric patients
- Supervised staff consisting of RNs, LPNs, and HHAs
- Coordinated schedules for staff
- Submitted insurance authorizations for private duty nursing services
- Conducted staff education and orientation

Westminster Woods, Huntingdon, PA
Registered Nurse Supervisor

March 2016- February 2017

- Directed and Coordinated nursing units
- Oversaw daily staffing requirements
- Acted as an interface between residents, their families, and staff
- Planned, organized, and oversaw staff providing resident care
- Provided resident care
- Implemented organizational policies and procedures
- Completed admission assessments
- Implemented resident's care plans.

UPMC Altoona, Altoona, PA
Pediatrics

August 2015-December 2015

Registered Nurse

- Provided care to pediatric patients and trauma patients.
- Completed admission assessments.
- Monitored blood glucose levels.
- Completed detailed patients' assessments along with developed and evaluated plans of care.
- Administered oral, IV piggyback, IV push, and injectable medications and monitored fluids.
- Identified teaching needs of assigned patients and provided and documented training.
- Discharged planning and instruction.
- Obtained and maintained intravenous access.

Kimberly R. Houck

Page 2 of 2

Geisinger Lewistown Hospital, Lewistown, PA
Intermediate Care Unit

September 2014-July 2015

Registered Nurse

- Completed admission assessments.
- Administered medication.
- Interrupted EKG strips.
- Monitored blood glucose levels.
- Performed head-to-toe assessments.
- Completed detailed patients' assessments along with developed and evaluated plans of care.
- Administered oral, IV piggyback, IV push, and injectable medications and monitored fluids.
- Identified teaching needs of assigned patients and provided and documented training.
- Informed patients about various topics such as CHF, COPD, diabetes, medications, and renal disease.
- Discharged planning and instruction.
- Obtained and maintained intravenous access.
- Performed charge nurse duties.

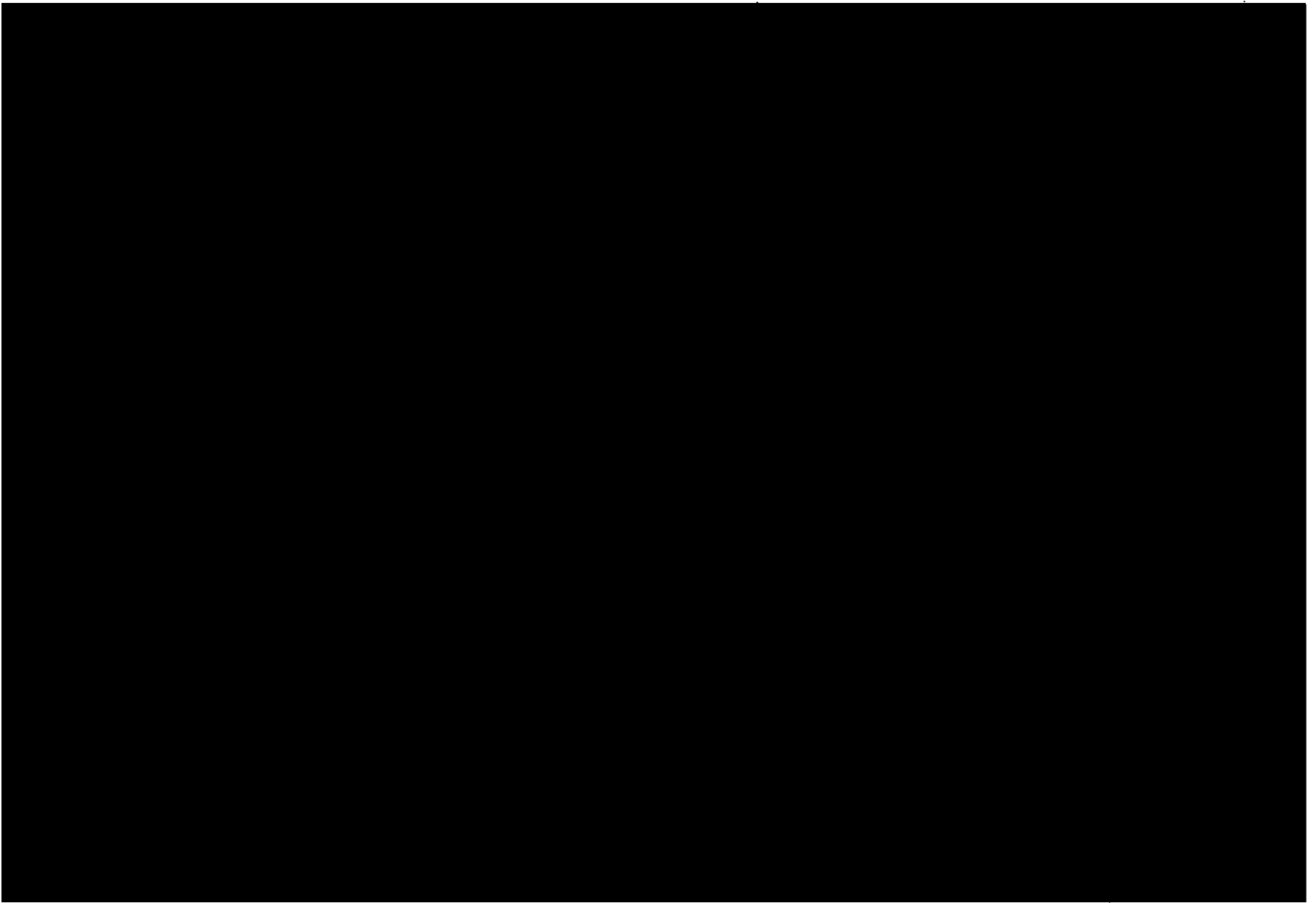
COMPUTER SKILLS

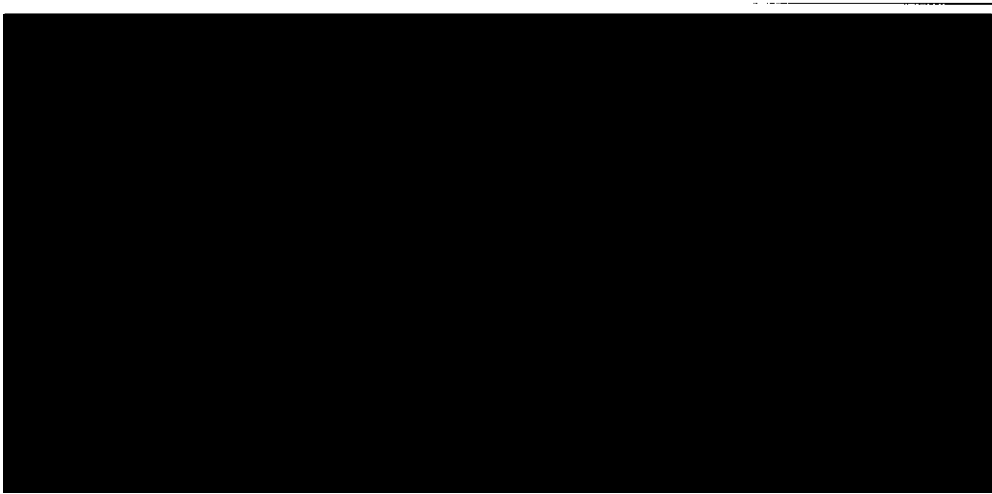
- Pyxis Medication System
- Microsoft Office
- Cerner
- Omnicell
- Epic
- Daylight IQ
- Procura

VOLUNTEER WORK

- Petersburg Volunteer Fire Company

References available upon request.





DEBORAH KATZAMAN, RN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway
Mechanicsburg, PA 17055
717.728.5502
Fax: 717.728.5004

November 2015- Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

January 2006 – 2009

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

2004 – January 2006

HIGHLANDS AT WYOMISSING
Wyomissing, PA

PER DIEM NURSE

Responsible for RN patient assessments for long term care unit – admission, assessments, and work in the Alzheimer's Care Unit

2000 - 2004

EBERSOLE ZERBY CONSOLI WEST

OB/GYN NURSE

Responsible for RN duties in OB/GYN practice, working with patient care and assisting with procedures

1997 - 2000

COMMONWEALTH WOMEN'S CARE

OB/GYN NURSE

Responsible for RN duties in OB/GYN practice, working with patient care and assisting with procedures; responsible for scheduling surgeries, providing OB patient intakes and assessments, and in charge of staffing and scheduling.

1980 - 1997

COMMUNITY GENERAL HOSPITAL

CHARGE AND FLOOR NURSE

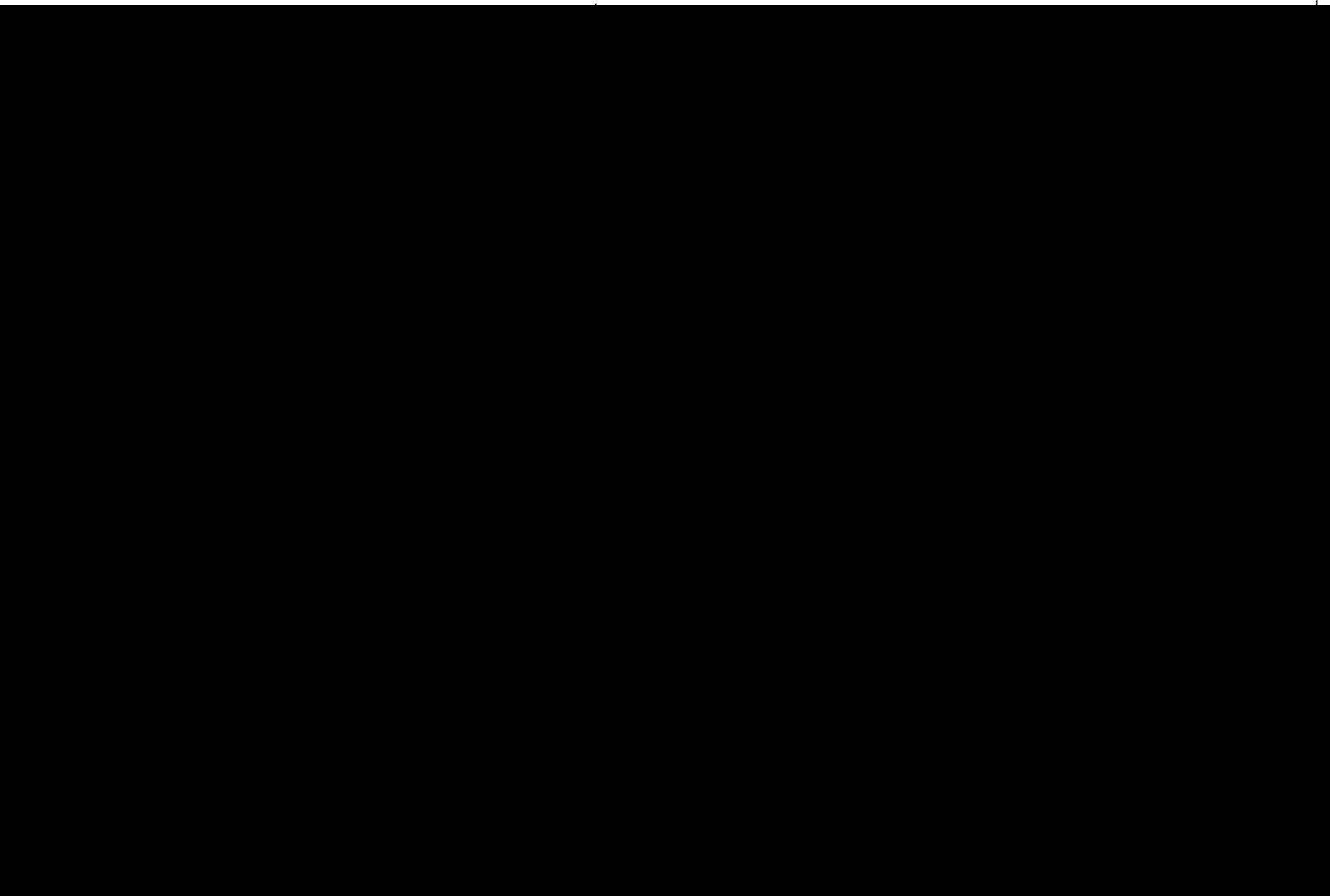
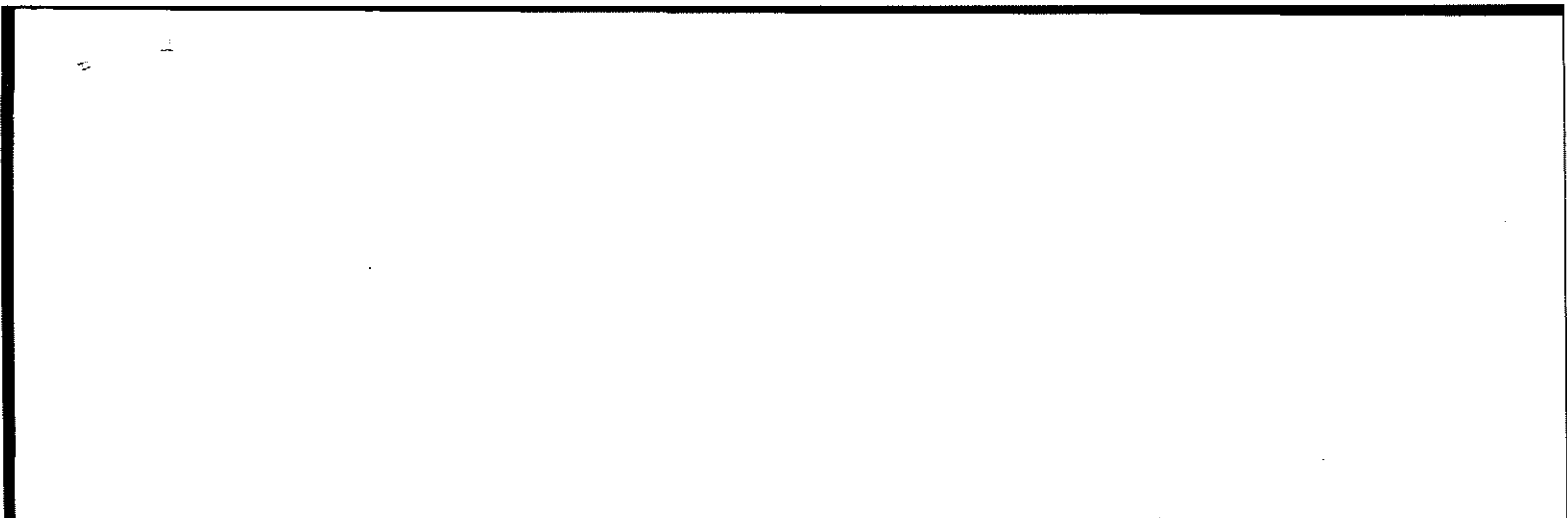
Responsible for medical surgical unit; worked as floor nurse, and charge nurse. Last 5 years worked in charge of OB/GYN Clinic.

EDUCATION

Reading Area Community College

Reading, PA

Associates Degree in Applied Science - 1980





Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

DEBORAH ANN KATZAMAN

*has met the qualifications and has passed the examination
prepared and administered under the authority of the
Commission for Case Manager Certification and is therefore qualified as a*

Certified Case Manager (CCM®)



CHAIR



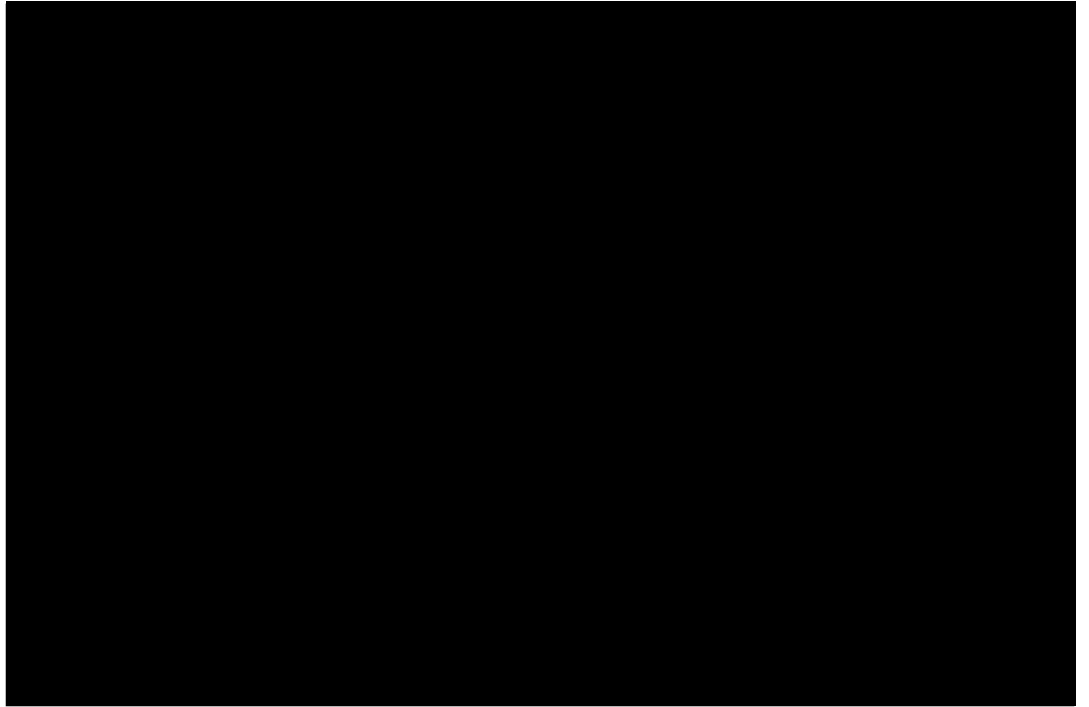
SECRETARY

4231093

CERTIFICATION NUMBER

5/1/2017 - 5/31/2022

VALID THROUGH



Nichole Liston

Education:

Associate Degree Applied Science- Westmoreland County Community College

Registered Nurse- 2006

Work History:

Registered Nurse Operating Room- Mon Valley Hospital March 2019-Present

Circulating RN- Acquire all instruments and equipment needed for specific procedure and open on sterile field for scrub RN.

Perform surgical instrument count, document procedure using Med Tech Live.

Monitor patient during procedure and run for any tools/instruments needed by surgeon.

Scrub RN-Set up sterile field for specific procedure according to surgeon preference.

Assist surgeon during procedure (retracting, passing instruments, suctioning, etc...)

Clinical Liaison- Select Specialty Hospital Feb 2016-Sept 2018

Manage/review all clinical documentation on patients referred by MD for LTAC within a 3 hospital POD and determine patient eligibility.

Retrieve Insurance Authorizations needed for LTAC Approval

Discuss treatment plans with patients and families and coordinate with hospital personnel to complete discharge and set up transportation to facility.

Registered Nurse/Charge Nurse- Select Specialty Hospital Aug 2012- Feb 2018

Lead and motivate healthcare team. Review all patients labs and scans to report any abnormal findings to MD.

Utilize critical care skills to provide care to variety of critically ill patients. Delegate and assist with all admissions and discharges.

Administer oral and iv medications, monitor labs, provide wound care and dressing changes.

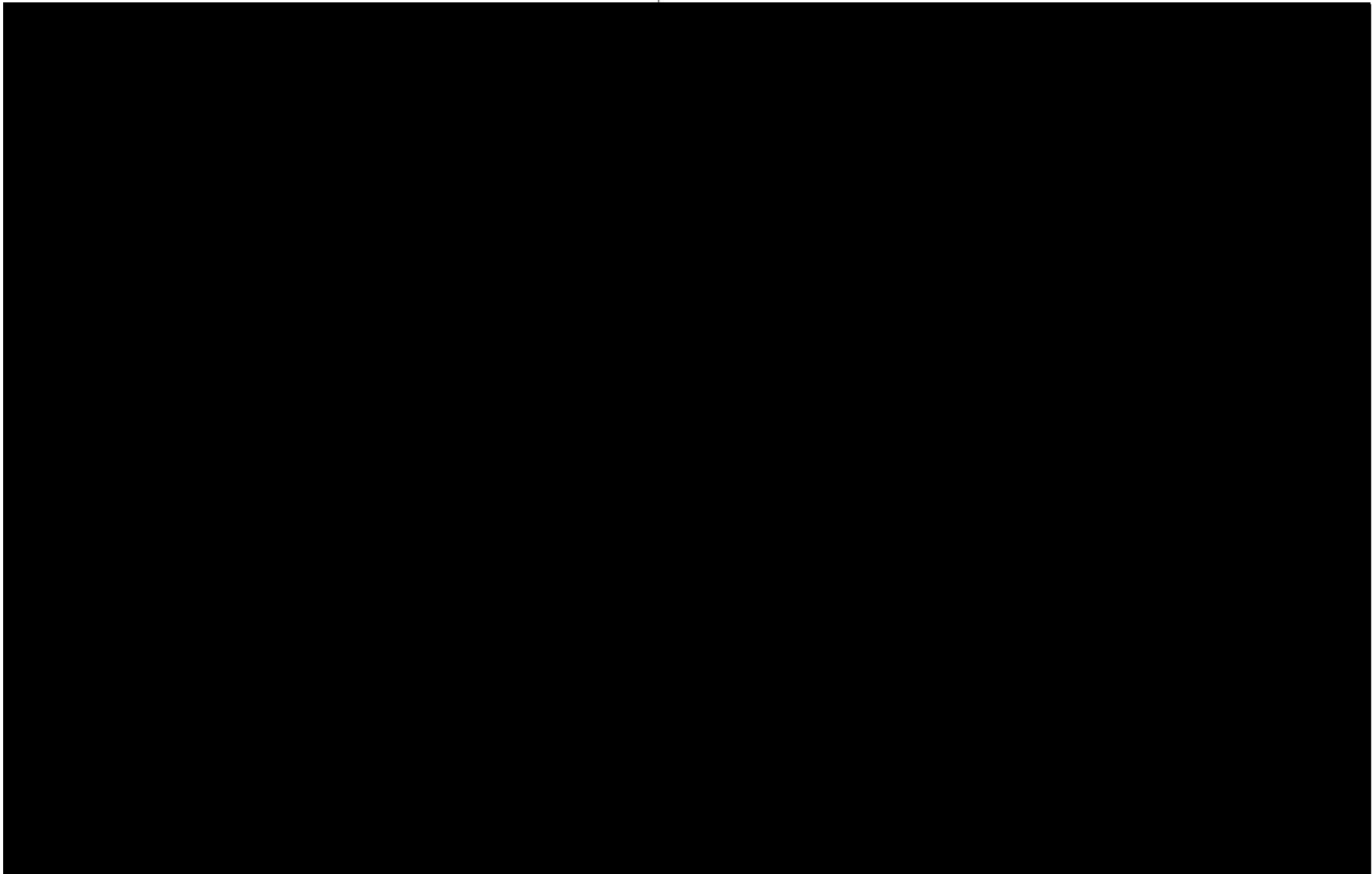
Registered Nurse/ Critical care- ICU –Jefferson Regional Medical Center Aug 2006- May 2016

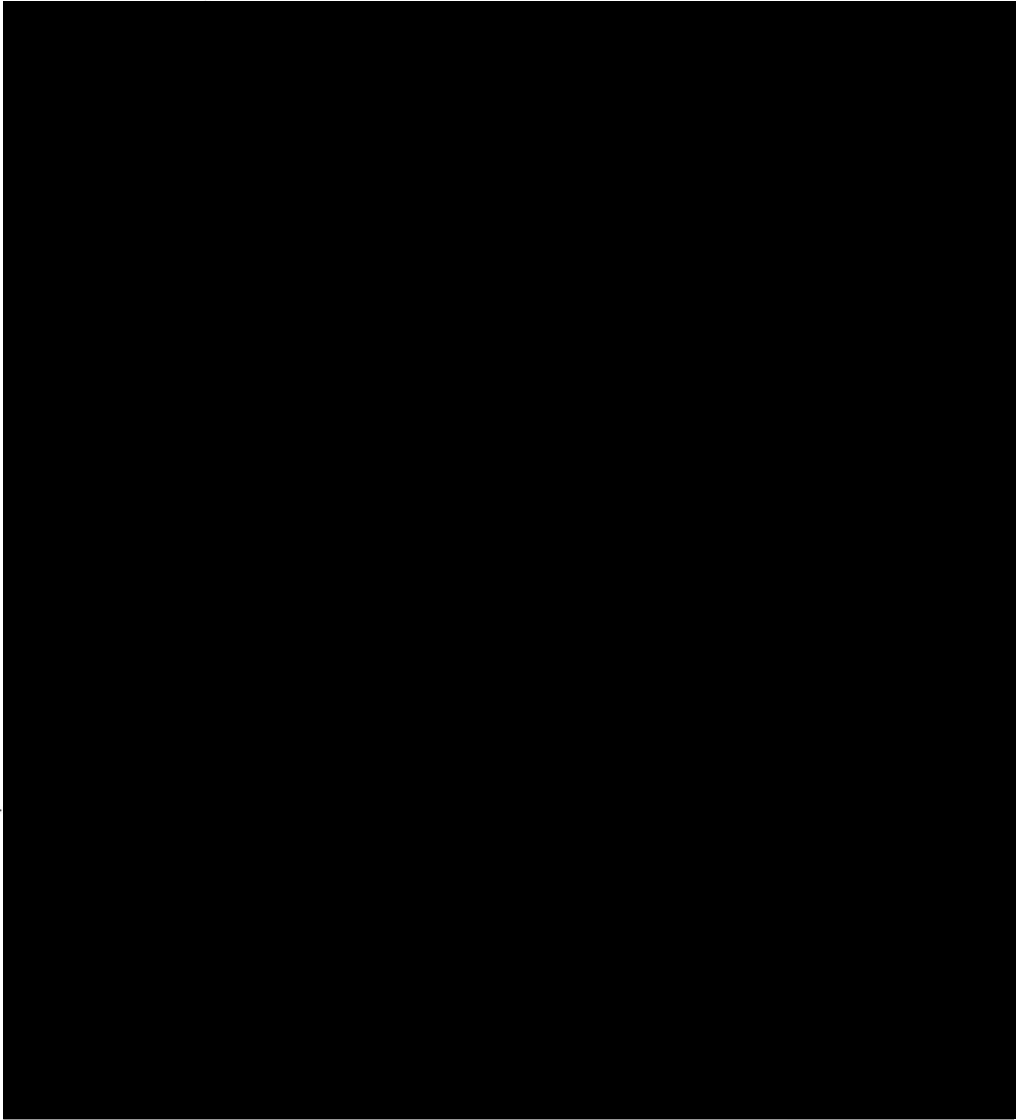
Provide advanced care to critically ill patients in intensive care unit.

Specialized in endotracheal tubes, tracheostomies, rescue bipap. Monitored and adjusted critical drips according to patient condition.

Maintain IV sedation and narcotic drips

Assist physician with intubations, central line placement, arterial lines, HD catheter placement.





Brenda G

Marlene Lushy BSN, RN, CEN

Employment:

-Staff Nurse: The Reading Hospital, Tower Health, West Reading PA 2011-present
Provided excellent, patient-centered care to a diverse urban population in a high-volume, high-acuity Emergency Department. Rotated through Trauma, Triage, Acute, Intermediate, Pediatric and Fast Track care areas. Served as Chair of Relationship-Based Care Shared Governance Council, member of Education Shared Governance Council, Trauma Core Nurse, and Patient Progression Resource Nurse. Served as preceptor and mentor to new nurses. Contributed essays quarterly to department newsletter.

-Staff Nurse: Abington Health Lansdale Hospital, Lansdale PA 2010-2011
Cared for complex patients on a telemetry/PCU floor. Floated to the medical-surgical floor/ICU as needed. Experiences included high-alert medication drips, Rapid Response Team and "Code Zero" emergencies, critical patient transfers to the ICU, frequent admissions from the ER and management of patient care with a nurse: patient ratio of 1:8. Participated in Shared Governance meetings.

-Phlebotomist: Abington Health Lansdale Hospital, Lansdale PA 2006 - 2010
Responsible for timely and skilled collection and processing of specimens from clients of all ages. Maintained a high standard of client satisfaction, bedside care, clean and sterile technique, and contributed to an environment of excellent collaboration and communication amongst members of the healthcare team.

Licenses and Certifications:

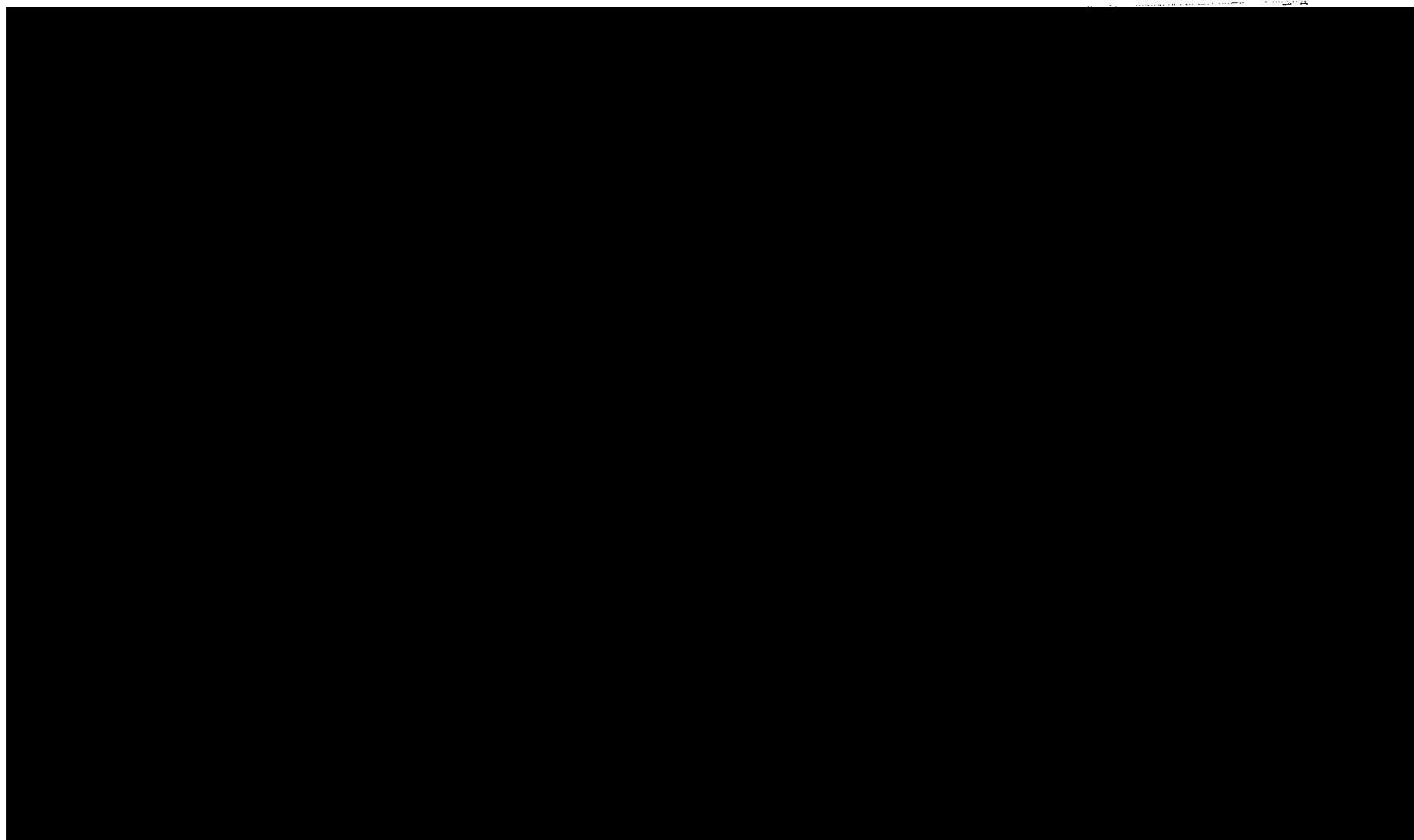
- Registered Nurse, Pennsylvania: [REDACTED]
- Certified Emergency Nurse
- ACLS
- PALS
- AHA BLS for Healthcare Providers
- ABLS
- TNCC
- ATCN

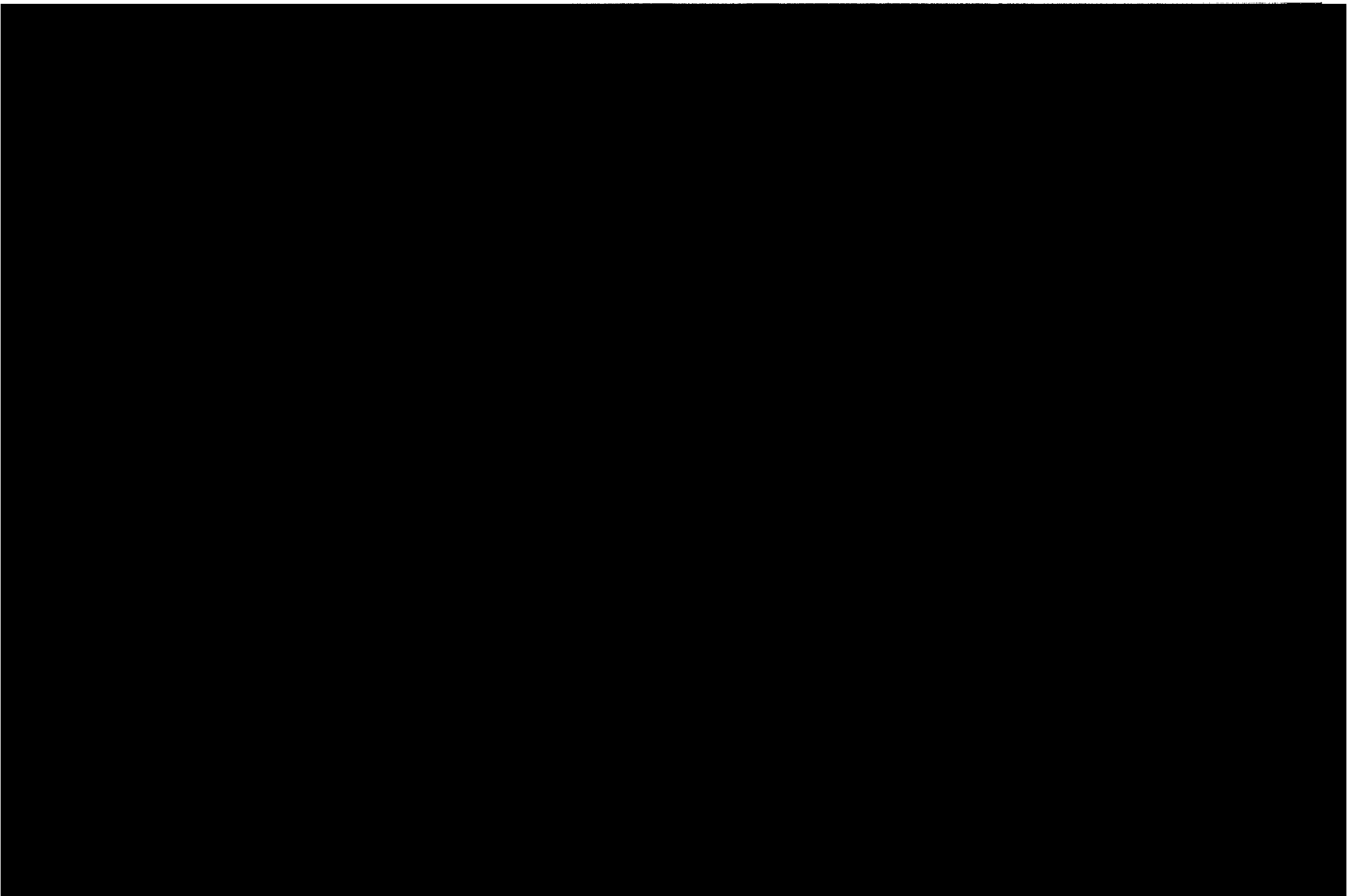
Education:

- Chamberlain University, Downers Grove IL:
Bachelor of Science in Nursing. GPA 3.79. -2017
- Montgomery County Community College, Blue Bell PA:
Associate of Applied Science in Nursing - 2009
Associate of General Studies. Dean's List student. - 2008
Phlebotomy Technician Program - 2006

Professional Accomplishments and Organizations:

- Recipient of the Reading Health System Spirit of Caring Nursing Excellence Award - 2015
- Emergency Nurse Association: Berks ENA Chapter active member - 2012
- Community Herbalist Training: The Apothecary Garden, Philadelphia PA - 2008
Completed a nine-month training course in the modern use of herbal and natural remedies.





Marlene Major



To become a RN for Keyston Central School District

WORK EXPERIENCE

Health Service Administrator

Prime Care Medical @ Clinton County Jail - Lock Haven, PA - 2013 - Present

Director of Nursing

Haven Skilled Rehab Center - Lock Haven, PA - 2011 - 2013

Director of Nursing

HCR ManorCare Jersey Shore - Jersey Shore, PA - 2005 - 2011

Assistant Director of Nursing

HCR ManorCare Jersey Shore - Jersey Shore, PA - 1995 - 2005

Registered Nurse

HCR ManorCare Jersey Shore - Jersey Shore, PA - 1993 - 1995

Licensed Practical Nurse

HCR ManorCare Jersey Shore - Jersey Shore, PA - 1987 - 1993

Certified Nursing Assistant

HCR ManorCare Jersey Shore - Jersey Shore, PA - 1985 - 1987

EDUCATION

Associates Degree

Pennsylvania College of Technology Williamsport
1991 - 1993

Diploma

Pennsylvania College of Technology - Williamsport, PA
1985 - 1987

High School Diploma

Lock Haven High School - Lock Haven, PA
1985

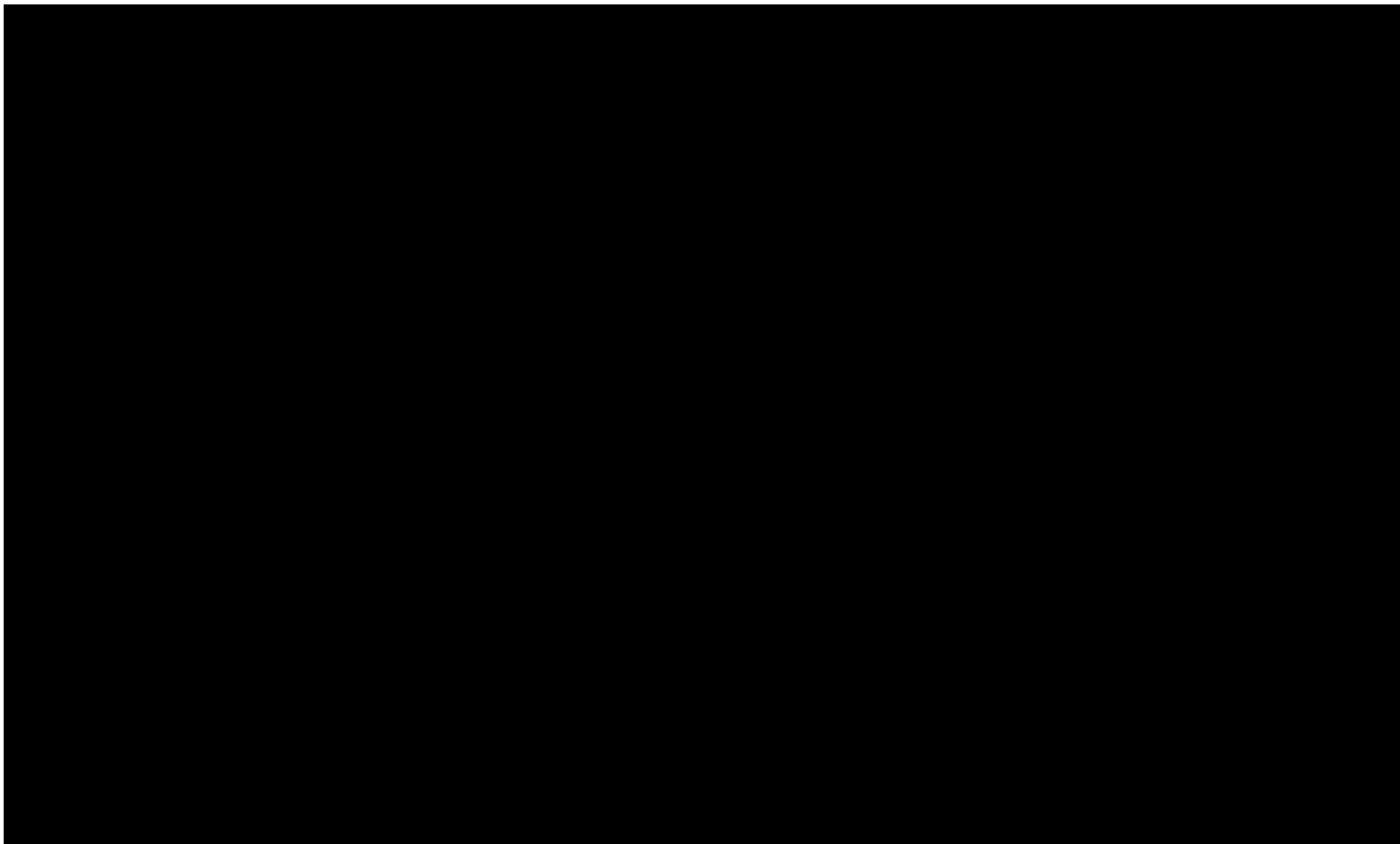
SKILLS

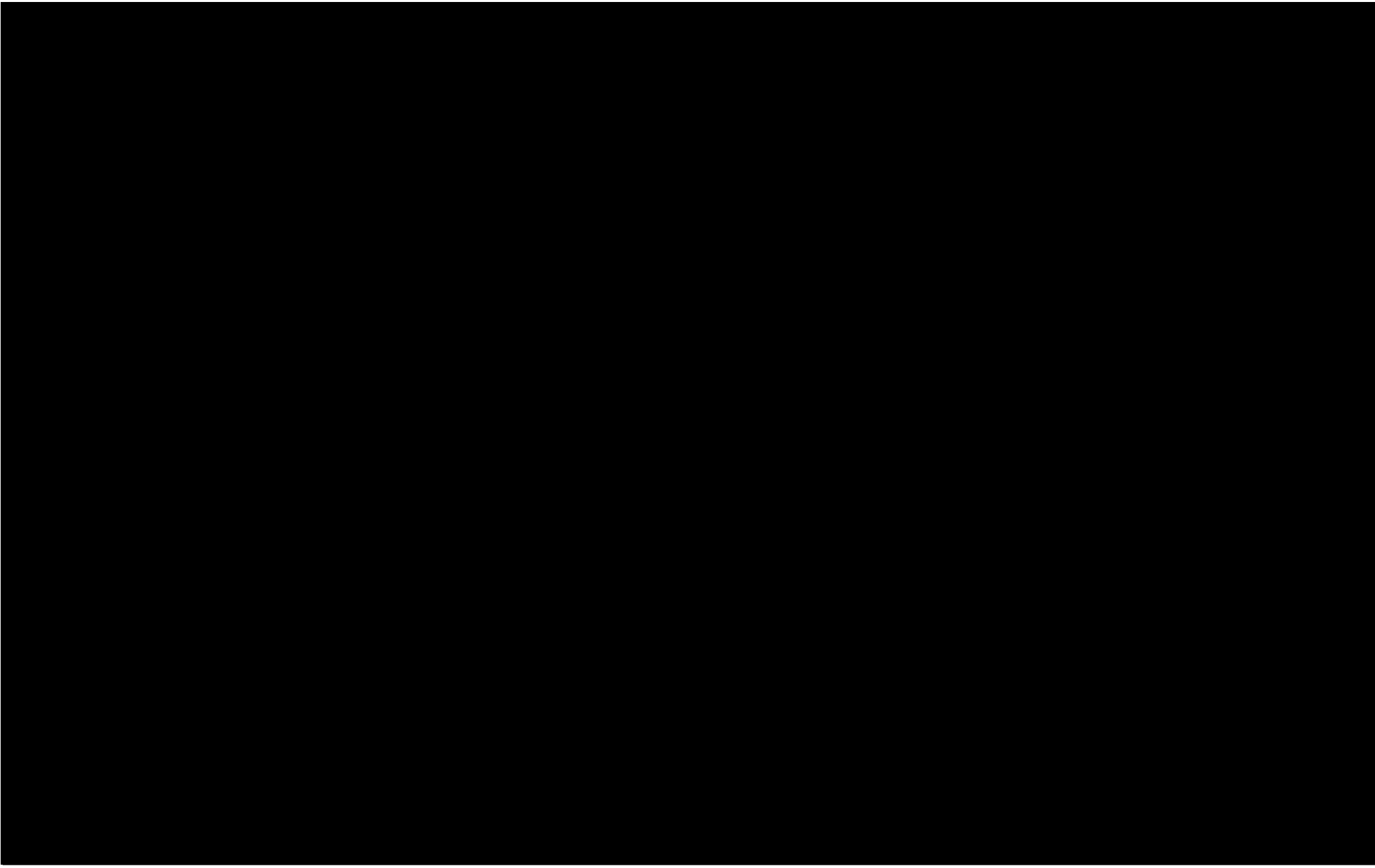
Audit, coding, CPR, CPR certified, Documentation

ADDITIONAL INFORMATION

SKILLS

Provide patient care
Pass medications
Complete treatments
Documentation
Initiate IV therapy
Lab draws
Prepare and submit statistical narrative summary and operational reports
Scheduling
Audit medical records
Obtain precertifications for inmates prior to scheduling appointments
Maintain stock inventories and order supplies and equipment needed
Handle inmate grievances and report to risk manager
Fiscal management
Educating staff
Wound care
CPR certified
Care planning
Cooperates with department personal
Adheres to employee policies and procedures
Maintain confidentiality
Involved with UMR reviews
Manages the nursing department
Manages medicare meeting
Monitors medicare documentation
Assist staff with ICD 9 coding
Maintains quality of standards of care in accordance with federal and state standards, guidelines, and regulations
Collaboration with the medical director to assure physical compliance with federal and state regulations
Ensures families and patients needs are met



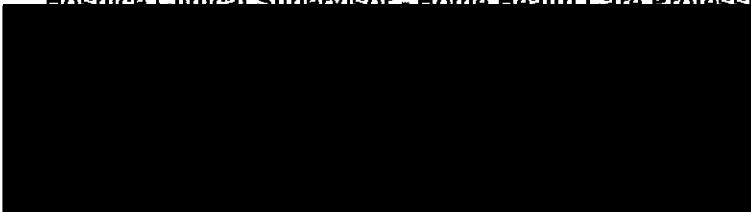




60

Robert Martin RN CHPN

Hospice Clinical Supervisor - Home Health Care Professionals and Hospice



WORK EXPERIENCE

Clinical Supervisor

Erwin's Home Health and Hospice - Kingston, PA - 2017-05 - Present

Overseeing daily functioning of home health and hospice. Care coordination with various disciplines. Interviewing and orientation of new employees.

Clinical Supervisor

Home Health Care Professionals and Hospice - 2014-12 - Present

Job responsibilities:

To coordinate daily functioning of agency with direct oversight of all clinical staff, inservicing, supply inventory, interviewing potential employees, participate in Department of Health surveys, insurance authorization requests. Hospice- direct supervision of hospice team, daily scheduling, officiating IDT, maintaining compliance referable to admissions, recertification and discharges, coordinate changes in level of care.

Home health- direct supervision of home health nurses, aides and shared oversight of therapy staff, daily scheduling, maintaining OASIS compliance.

Certified Hospice and Palliative Care Nurse

- 2004 - Present

RN Case Manager

Comprehensive Medical Home Care - 2014-09 - 2014-12

Job responsibilities:

Admission of new patients, assessment of adult patients, case management of patients with acute and chronic illness, venipuncture, IV administration via peripheral and central lines, wound care to include KCI vac, OASIS admission/ transfer discharge, resumption of care.

Director of Inpatient Unit

Hospice of the Sacred Heart - 2014-03 - 2014-08

Job responsibilities:

-preparation for opening a 10 bed freestanding hospice unit to include Policy and Procedures, interviewing potential employees, medication administration procedures, preparation for and participation in Department of Health surveys pre and post acceptance of patients, including Life Safety inspection.

-overseeing day to day function of the unit to include direct supervision of staff, collaboration with interdisciplinary team members, monitoring inventories, staff scheduling, chart audits.

Weekend Supervisor

Hospice of the Sacred Heart - 2010-01 - 2014-03

Job responsibilities:

Direct supervision of nursing and social service staff, triage for urgent phone calls from patients and family members, scheduling, coordination of care for new and existing patients, coordination of care with outside agencies.

RN Case Manager

Hospice of the Sacred Heart - 2006-11 - 2010-01

Job responsibilities:

Admission of new patients, assessment of adult and pediatric patients, symptom management, collaboration and implementation of plan of care, supervision of LPN plan of care, chart audits.

RN Case Manager

Heartland Hospice - 1997-08 - 2006-11

Job responsibilities:

Admission of new patients, adult and pediatric patient assessments, coordination of care at Interdisciplinary meetings, supervision of LPN plan of care, skilled in OASIS documentation, IV therapy, phlebotomy, wound care.

June 1998- May 1999- Private duty pediatric case

Job responsibilities: care of a 14 year old ventilator dependent patient with Werdnig Hoffman's Syndrome, medication administration, trach care, g-tube feedings, straight cath.

Home Health Case Manager

Northeast Health and Hospice - 1995-11 - 1997-08

Job responsibilities:

Admission of new patients, skilled management of plan of care.

Critical Care Nurse

Community Medical Center - 1993-06 - 1995-11

Job responsibilities:

Assessment and management of critically ill patients in the Intensive Care Unit, coordination of care with physicians and case workers.

Nursing Supervisor

Mountain Rest Nursing Home - 1992-09 - 1993-07

Job responsibilities:

Per diem shift supervisor of 106 bed skilled nursing facility, staffing assignments, patient assessment.

Charge Nurse

Weiss Institute of Neurological Science - 1992-05 - 1993-06

Job responsibilities:

Charge nurse for 18 bed unit caring for acute and chronically ill patients with neurological dysfunction.

Certified Nurse's Aide, PT aide

Mountain Rest Nursing Home - 1986-05 - 1993-06

Job responsibilities: direct patient care in 106 bed skilled nursing facility, physical therapy aide

Graduated Community Medical Center School - 1992 - 1992

Diploma in Nursing

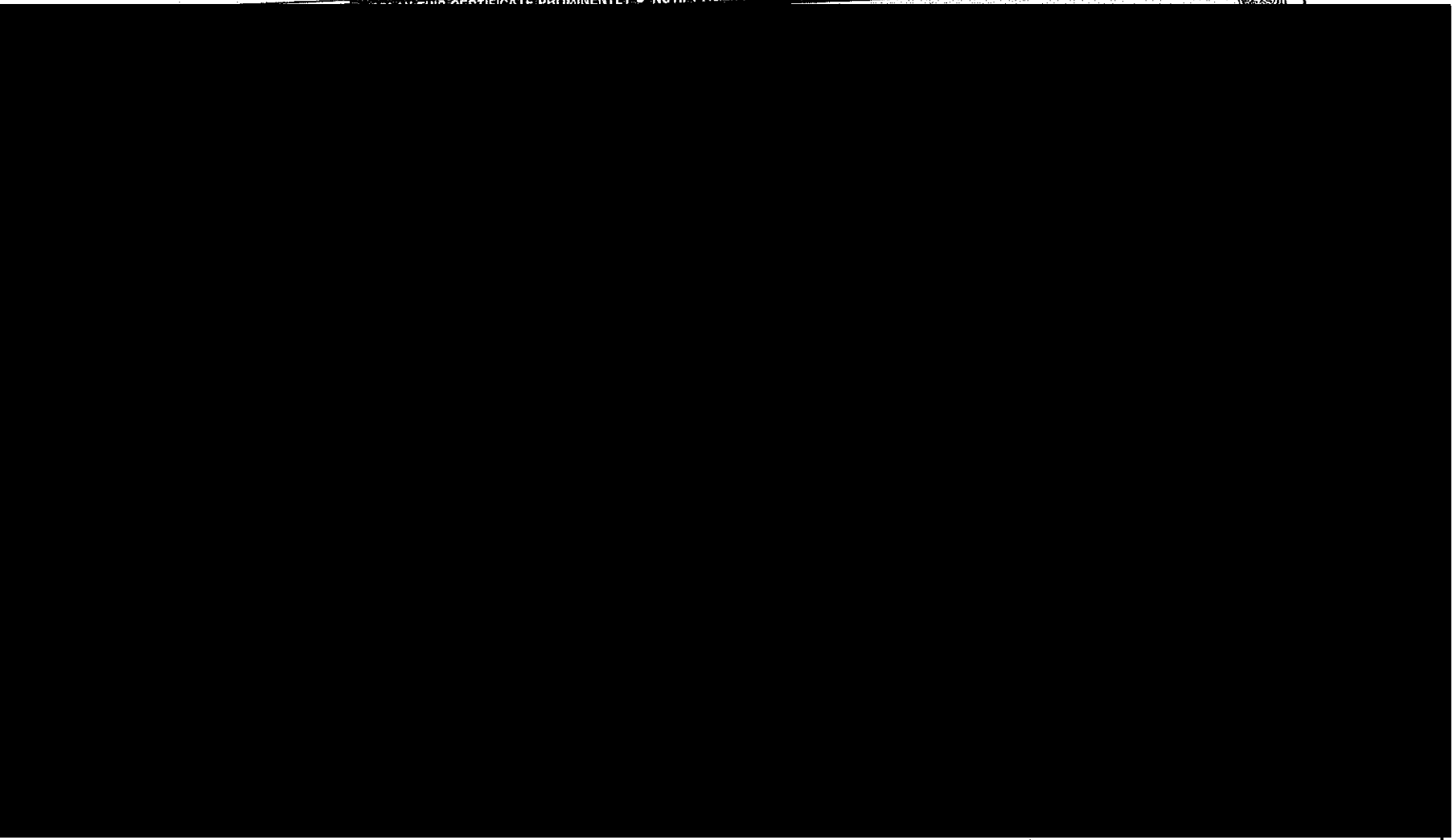
RN CHPN

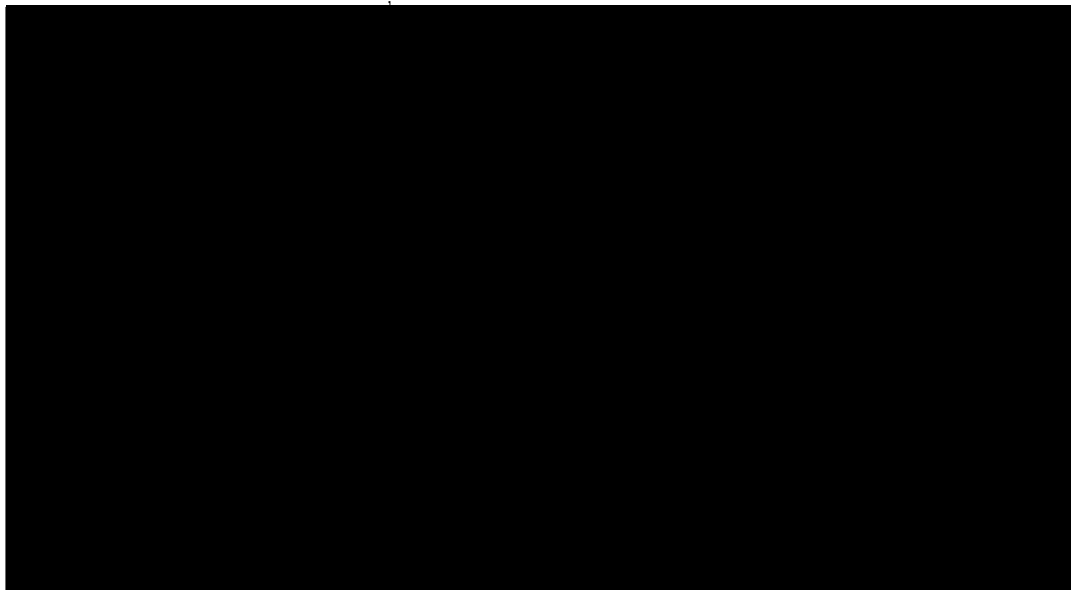
Penn State University -Community Medical Center School of Nursing - 1989 - 1992

West Scranton Senior High School- course of study: Academic

Thank you for your consideration.

... THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE





Mon 1/21 @ 6³⁰ PM

4781

Tracey May, RN

Summary

Registered Nurse with thirty years of experience in health care. Skilled in providing exceptional care to a diverse patient population with a desire for positive patient outcomes through case management. I am well-traveled in Somerset County with established relationships with local physicians, hospitals, and community services.

Certifications

Registered nurse licensure, State of Pennsylvania~1988-present

Education

Conemaugh Memorial Valley Hospital School of Nursing (CVMH), Johnstown, PA

- 1985-1988
- Nursing Diploma received

Experience

Patient Care Manager: Conemaugh Home Health Agency, Meyersdale, PA
March 2017-Present

- Coordinate patient care between multi-disciplinary team members
- Oversees and assures development, implementation, and updates to the individualized patient plan of care
- Provide guidance and mentoring of field staff through review clinical documentation

Registered Nurse: Conemaugh Home Health Agency, Meyersdale, PA
April 2001-February 2017

- Provided direct patient care within the home setting
- Educated patients on disease process and self-care
- Consulted with team members, doctor's offices, and hospital facilities

Registered Nurse: Mental Health/Mental Retardation (MHMR), Somerset, PA
2000-2001

- Managed patient case-load within Partial-Hospitalization program and Residential Living
- Coordinated group therapy sessions
- Worked with inter-disciplinary team members

**Registered Nurse: Behavioral Health Unit-Somerset Hospital, Somerset, PA
2000-2001**

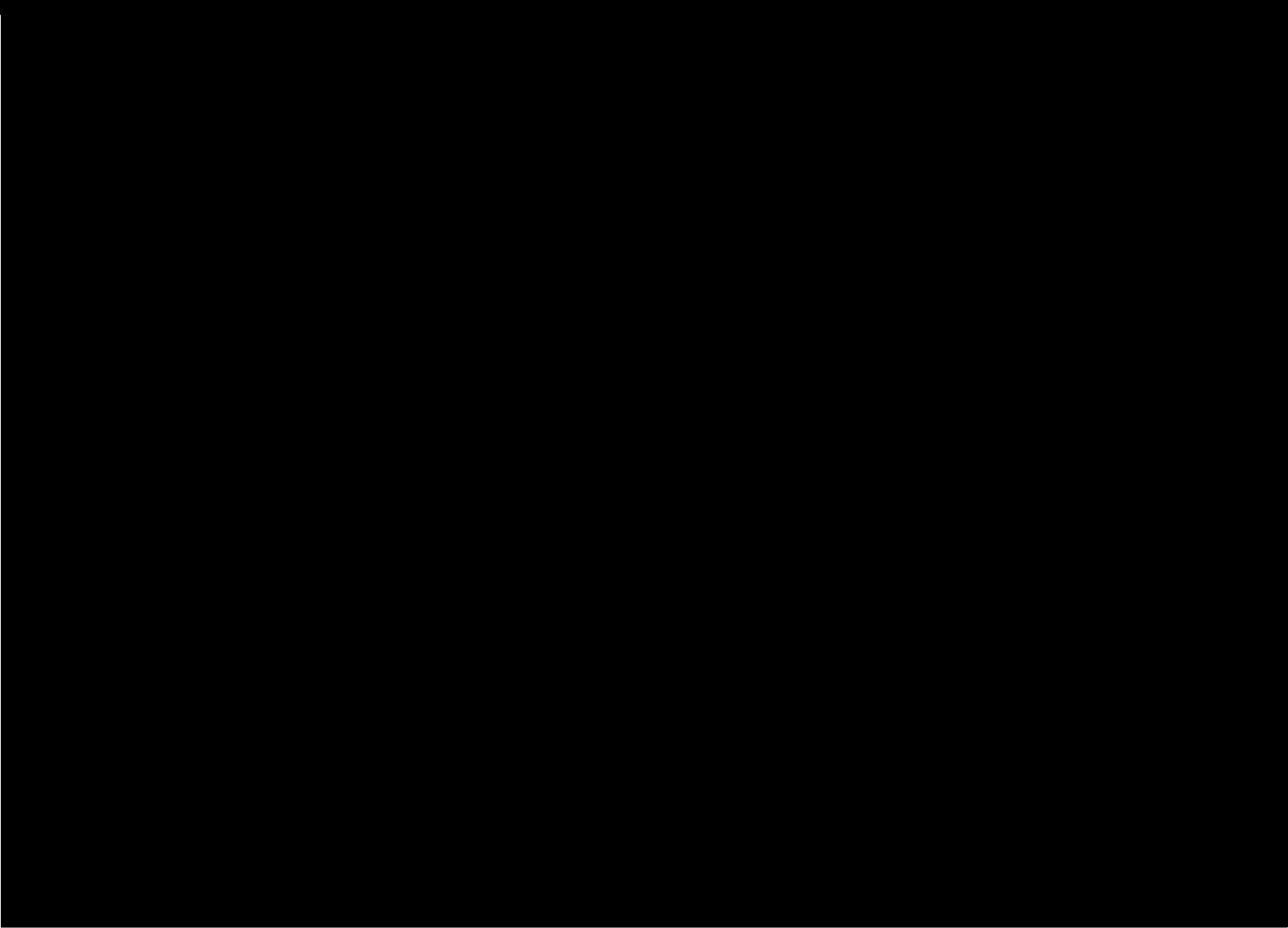
- Provided patient assessment
- Administered patient medication
- Conducted group therapy sessions

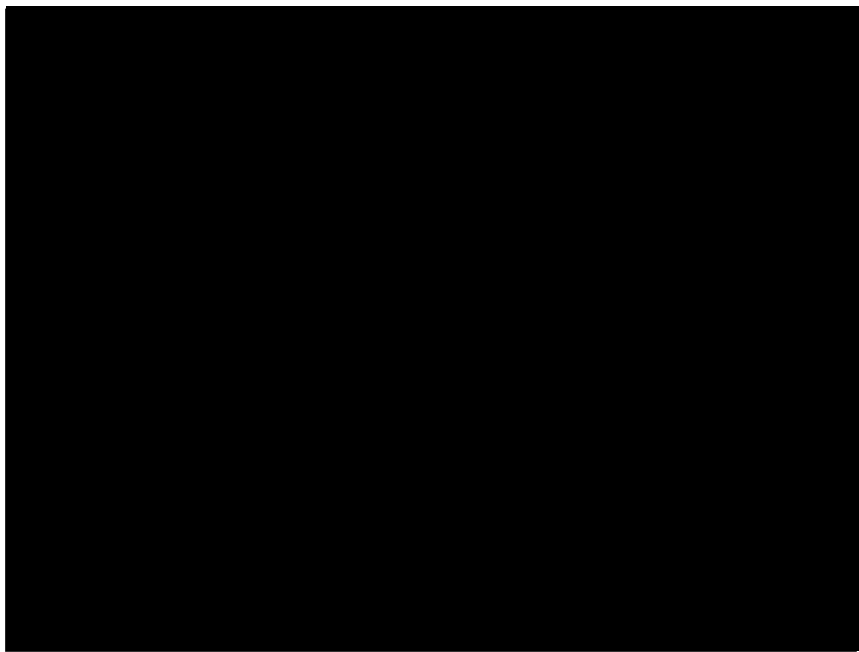
**RN Supervisor: Meadow View Nursing Center, Berlin, PA
1989-2000**

- Conducted patient assessments and coordinated care with team members
- Supervised and directed LPN's and Nurse Aides
- Provided staff scheduling for call-offs

**OB/Med-Surge Float: Memorial Hospital (presently known as Western Maryland Health
Systems), Cumberland, Maryland
1988-1989**

- Provided patient assessments
- Administered patient medication
- Coordinated care with physicians and fellow staff





Amy McCracken

Registered Nurse on Rehab floor - Allegheny health Network

Sponsorship required to work in the US.

Work Experience

Registered Nurse on Rehab floor

Allegheny Health Network - Monroeville, PA

June 2009 to Present

- Cross trained to work on Med/Surg and Orthopedics and Stroke floor
- Implemented patient care for up to 11 patients per shift
- Assess patient status and notify physicians of clinical changes
- Educate patients/families on health care needs, conditions, options, etc.
- Maintain patient charts and confidential files
- Performed clinical tasks according to hospital policies
- Evaluate staffing requirements and including floor assignments
- CPR certified
- Assist with admitting/discharging patients and obtaining orders for care
- EPIC trained
- Work Safety Committee

Registered Nurse Supervisor

Concordia Lutheran Ministries - Monroeville, PA

January 2016 to May 2017

- Implemented Care for up to 25 residents per shift
- Assess resident status and notify physicians of clinical changes
- Evaluate staffing requirements and including floor assignments
- Supervise LPN's and CNAs and advise them of appropriate care for each situations
- Make sure that Residents appointments are set up and transportation is arranged
- Assist with admitting/discharging residents and obtaining orders for care
- Completed Care plans

Job developer/Trainer

Suburban Adult Services - West Seneca, NY

2002 to 2004

- Responsible for finding, creating, and training disabled adults in community jobs.
- Intervening to save and create jobs by adapting the environment and suggesting alternative ways to complete jobs.
- Assisting with finding transportation needs
- Assisted consumers with completing Career Inventory Assessments
- Attended Annual Reviews with Other Service Providers

- Assist with training of new staff, completed monthly billing, and daily and monthly documentation
- SCIP Training, Job Developer/Job Coach Training

Accomplishments

- Extra Mile Award. Went beyond my job description and assisted an individual with finding safe housing and applying for assistance available, when discovered that she was in an unsafe living situation.

Certified Occupational Therapy Assistant

McGuire Group - New York, NY

2000 to 2002

- Assist Occupational Therapist in planning, implementing, and administering therapy program to restore, reinforce, and enhance performance, using selected activities and equipment.
- Perform home assessments to ensure a safe environment for the patient after discharge.
- Monitor feeding procedures and proper use of adaptive equipment & educated staff on the use of adaptive equipments.
- Completed monthly range of motion reviews
- Ordered supplies needed for the department, and Documentation & Billing.
- Attended Family Meetings
- Educated Student Interns
- Experience working with CVA's, Hip/Knee Replacements, Back Surgery, TBI's, Fractures, De-conditioning, etc.

Activities Director

McGuire Group - Buffalo, NY

2000 to 2000

Responsible for the Alzheimer's Unit. Duties include planning and running the daily activities; documenting on the resident's participation during activities;

Accomplishments

- Initiated and created the first monthly newsletter and calendar for the unit to send to the family members to keep them informed of what their family member is doing daily.

Education

Associates in Nursing in Nursing

Community College of Allegheny County - Monroeville, PA

January 2007 to May 2009

Associate in Occupational Therapy

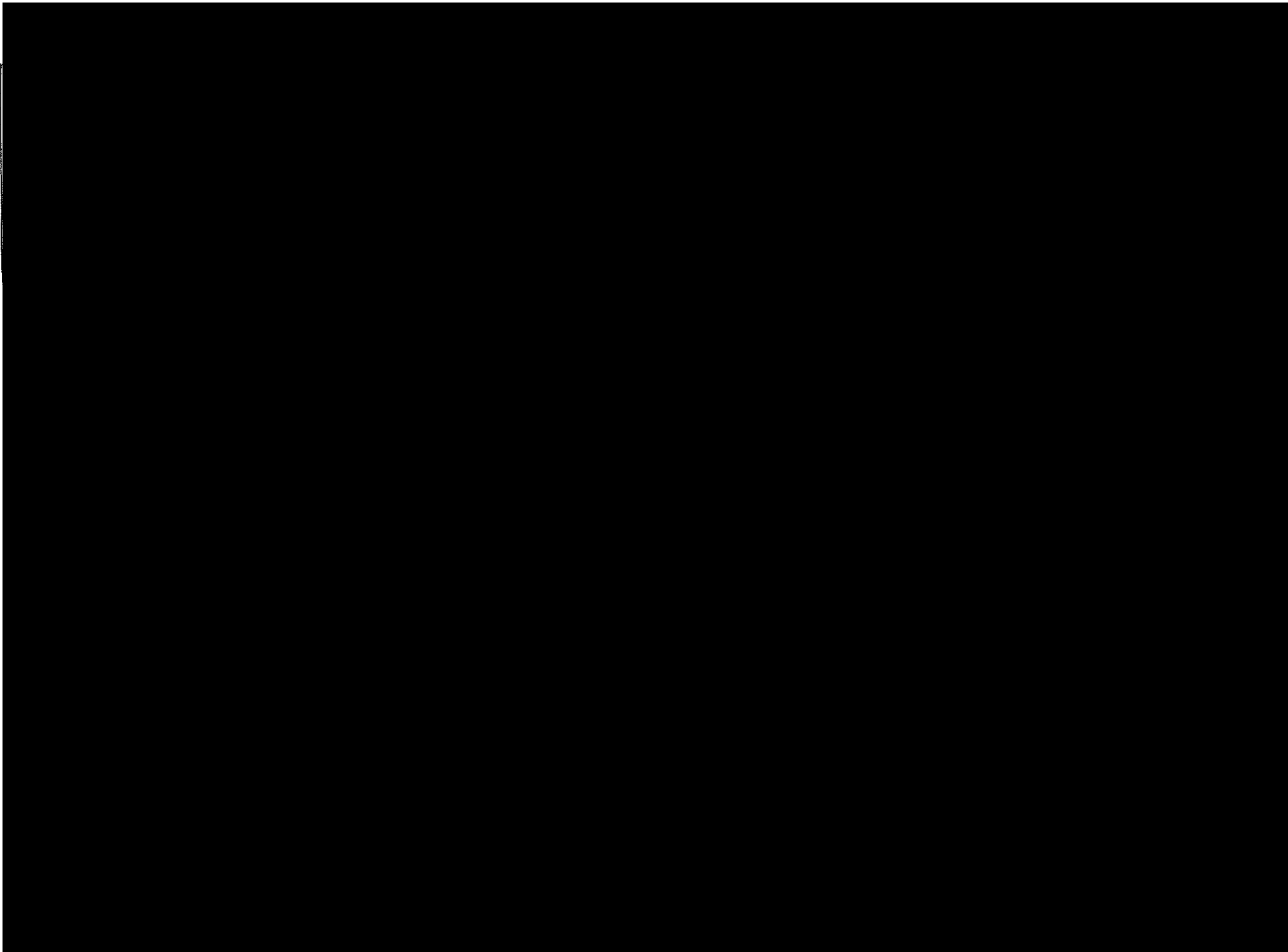
Penn State University - DuBois, PA

1997 to 2000

Nursing Licenses

RN

State: PA



Robert Mcgriff

Friendly, responsible and detail oriented nursing graduate seeking work in the capacity of a Registered Nurse. Offering extensive exposure to clinical environment and demonstrated ability to provide effective patient bedside care and ability to maintain accurate patient records.

Work Experience

RN Vaccinator

CVS - Cherry Hill, NJ

September 2021 to Present

- Administer various vaccinations at various CVS locations.
- Monitor patients post vaccinations
- Collect vital signs

Med/Surg RN

General Healthcare Resources - Philadelphia, PA

March 2020 to August 2021

- Updated patient charts using EPIC with data such as medications to keep records current and support accurate treatments.
- Explained course of care and medications, including side effects to patients and caregivers in easy-to-understand terms.
- Administered different therapies and medications in line with physician orders and treatment plan.
- Monitored patient condition, including interpreting and tracking EKG readings, identifying irregular telemetry readings and updating team members on changes in stability or acuity.

RN Case Manager

All American Home Care - Philadelphia, PA

February 2018 to April 2020

- Educated and worked with patients to help them navigate the healthcare system and adhere to their care plan.
- Closely monitored acute conditions related to falls and accidents, as well as chronic conditions, such as arthritis and COPD
- Ensured safety and well-being of patients
- Accurately documented all elements of nursing assessment, treatments, medications, discharge instructions, and follow-up care
- Facilitated an on-going assessment of patient/family needs and implementation of interdisciplinary team care plan
- Liaised between patients and physicians to ensure patient comprehension of treatment plans

Med/Surg RN

Virtua Health System

November 2017 to February 2020

Voorhees Township, NJ

- Collaborated across disciplines to give every patient optimal care and support
- Administered prescribed medications and monitored and documented patient responses
- Acted efficiently in patient emergencies such as blue codes and rapid response situations
- Educated patients, families and caregivers on diagnosis and prognosis, treatment options, disease process and management and lifestyle management
- Implemented interventions, including medication and IV administration, wound care, ostomy care, catheter insertion and airway management
- Completed head-to-toe physical assessments and interpreted diagnostic tests, leveraging information to facilitate care planning, implementation and management
- Monitored and documented heart rhythms according to physicians' orders
- Demonstrated in-depth understanding of telemetry equipment functions
- Followed all protocols to respond to irregular cardiac activity
- Employed specialized procedural knowledge and equipment to test and document patient cardiac activity

LPN

Genesis Healthcare Services - Rittenhouse, PA
May 2014 to November 2017

- Administer prescribed medications or start intravenous fluids, noting times and amounts on patients' charts
- Observe patients, charting and reporting changes in patients' conditions, such as adverse reactions to medication or treatment, and taking any necessary action
- Provide basic patient care or treatments, such as taking temperatures or blood pressures, dressing wounds, treating bedsores, giving enemas or douches, rubbing with alcohol, massaging, or performing catheterizations
- Provide quality care to trach and vent patients
- Cared for wounds, provided treatments and assisted with procedures

Education

Bachelor of Science in Nursing

Colorado Technical University - Colorado Springs, CO
2018

Associate of Applied Science in Nursing

Rowan College at Burlington County

Certificate

Camden County College - Camden, NJ

Skills

- Strong clinical judgment
- Patient/family focused
- Patient evaluation/intervention
- Professional bedside manner

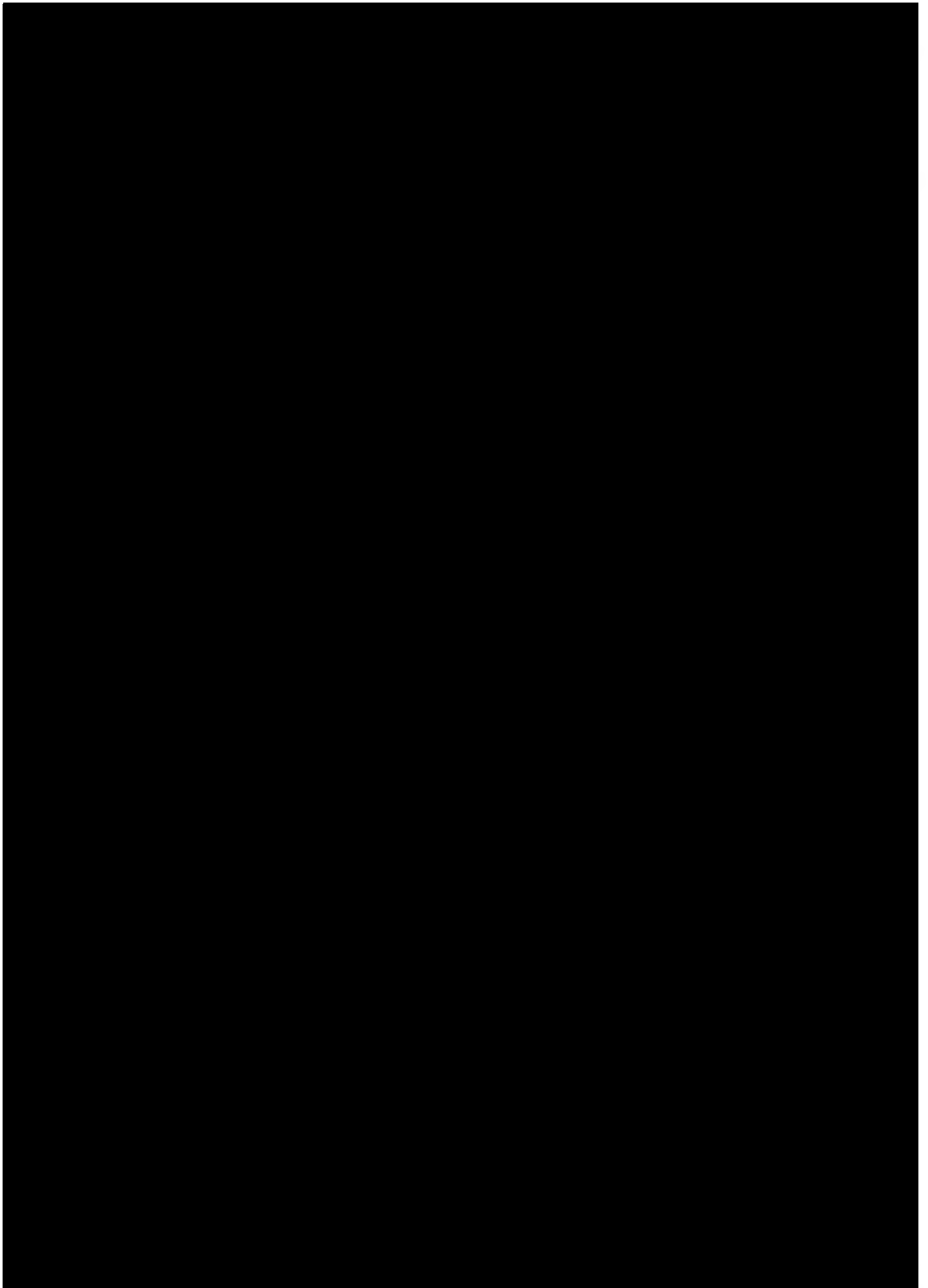
- Thorough physical assessments

Certifications and Licenses

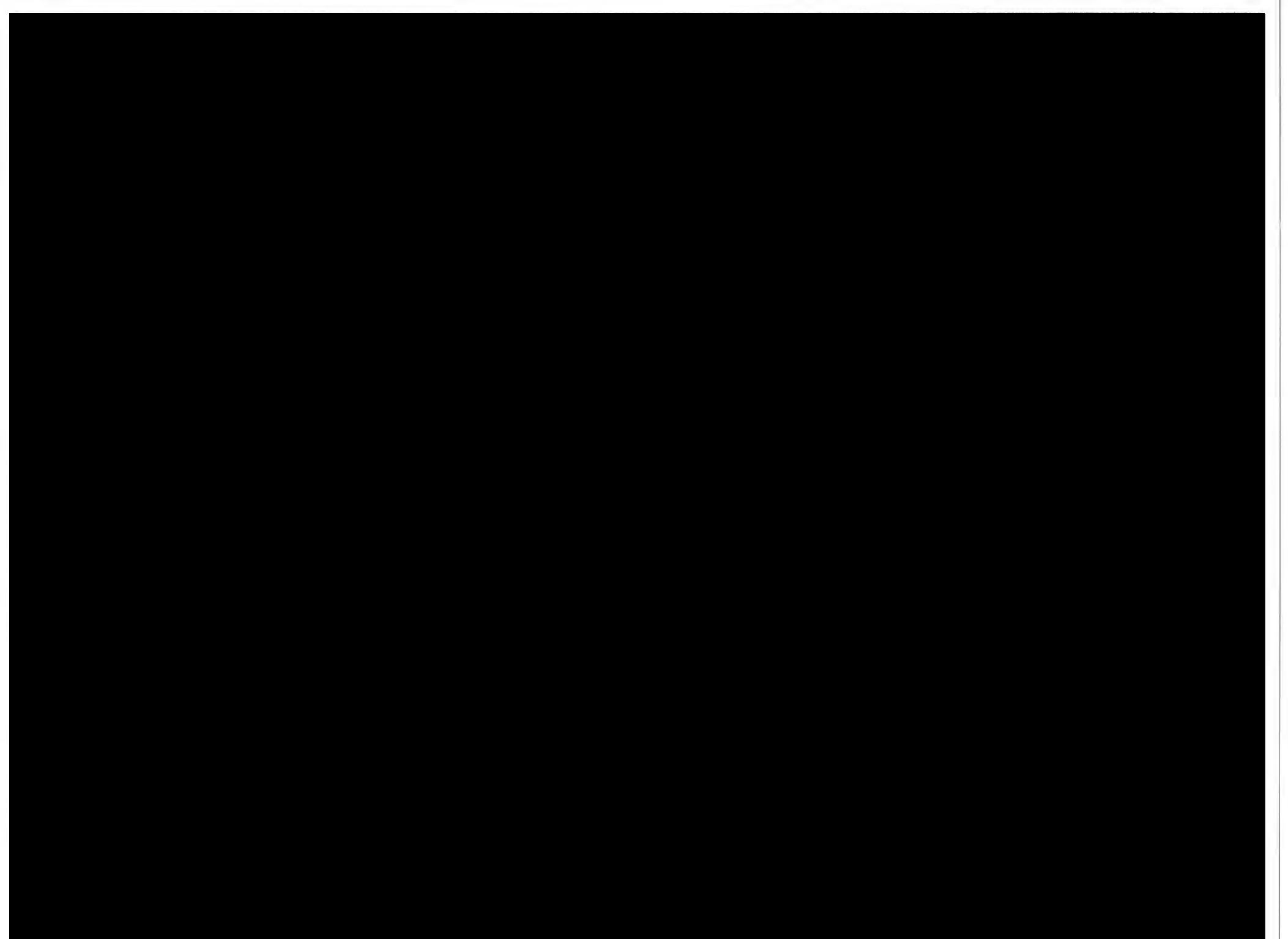
RN

BLS Certification

ACLS Certification







Nancy Morrison, RN

Professional Experience

Monongahela Valley Hospital, Monongahela, PA.

Critical Care Nurse, April 2019 – Present

- Continuously assess and advocate for solutions to evolving patient needs
- Prioritize care for multiple patients simultaneously to achieve optimum outcomes
- Coordinate with other care providers and departments within the hospital

Heartland Hospice, Irwin, PA.

On-Call/Float Nurse, May 2016 – Present

- Telephonically triage patient occurrences
- Congregate data to determine patient eligibility per Medicare guidelines
- Educate patients and families to facilitate development of appropriate plans of care

Select Specialty Hospital, McKeesport, PA.

Registered Nurse, May 2010 – April 2016

- Provide care to patients running the spectrum from rehabilitation to critically ill
- Provided feedback to assist in the development of evidence-based protocols
- Performed venipuncture, wound care, specimen collection, and assisted Physicians with bedside procedures

Shadyside Nursing and Rehabilitation Center, Pittsburgh, PA.

Nurse Supervisor, February 2010 – June 2010

- Supervised staff on 50 bed rehabilitation unit
- Administered medications and prescribed treatments
- Monitored narcotic medication inventory

Certifications

- Licensed Registered Nurse – [REDACTED]
- Advanced Cardiac Life Support (ACLS) certification
- Basic Life Support (BLS) certification

Education

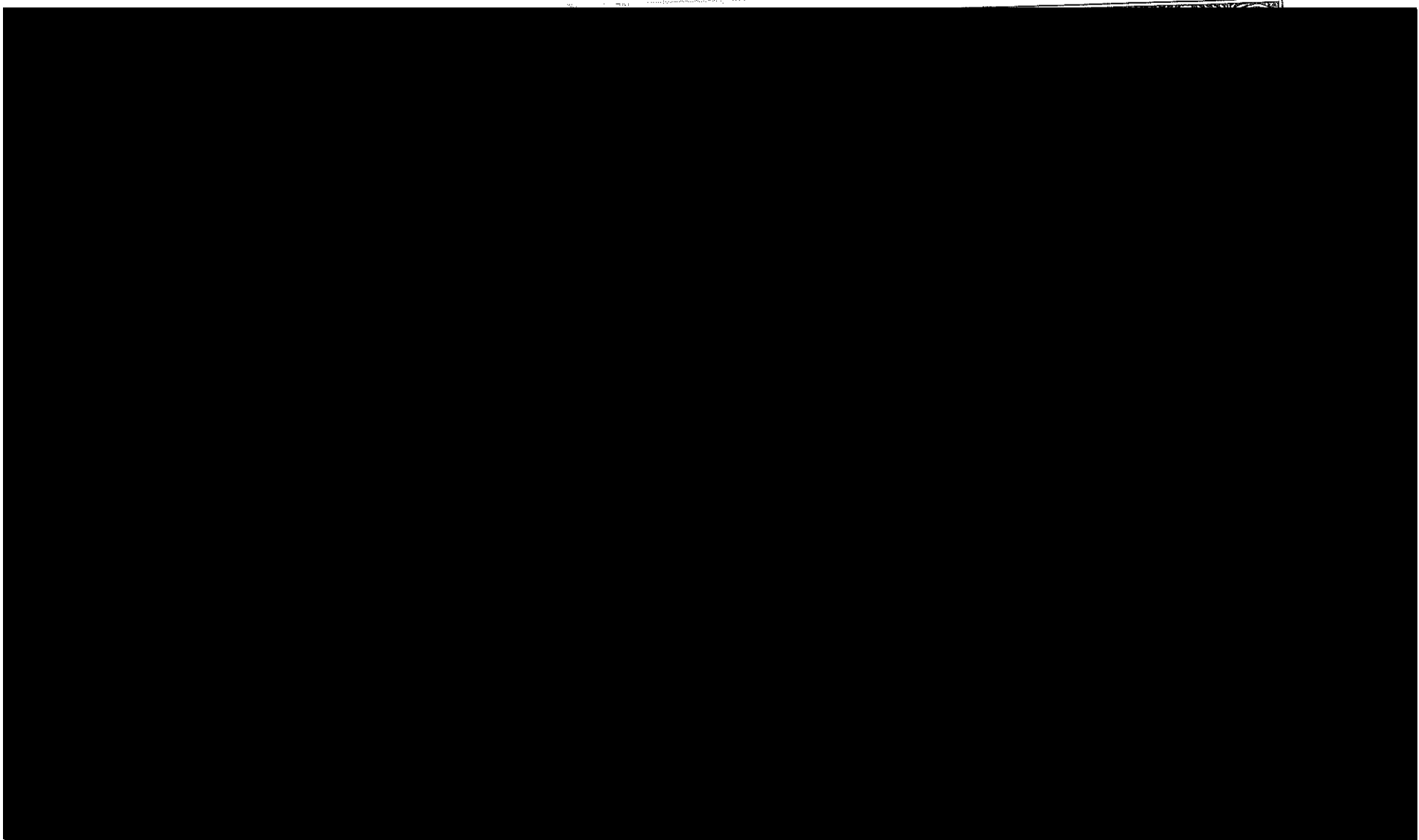
Ohio University
Bachelors of Science in Nursing, 2015 - Present

Community College of Allegheny County
Associate of Science in Nursing, 2009

References

Nichole Liston,
Renee Petty,
Melissa Turek,







Kelly Noss

Board-Certified Psychiatric Registered Nurse



Professional Registered Nurse with 4 years of working with physically and mentally ill adults and children in both inpatient and outpatient settings.

Authorized to work in the US for any employer

Work Experience

Registered Nurse

Merakey - Carlisle, PA
September 2019 to Present

Working with a multi-disciplinary team of therapists, housing and vocational specialists, and social workers overseen by a psychiatrist, my position involved working with patients with diagnoses of mental illnesses who need assistance with maintaining stability in the community. Through home visits and telephonic visits, I made sure that both their psychiatric and medical medications were managed and appropriate. I administered long acting injections every week, worked in conjunction with the pharmacy filling medications and scheduled appointments/accompanied patients to medical visits.

Registered Nurse

Lancaster Behavioral Health Hospital - Lancaster, PA
April 2019 to Present

Utilized critical thinking and effective communication to plan care for the treatment of mentally ill adults and children.

Educate patients and family members about mental health and medical conditions, preventive health measures, medications, or treatment plans.

Treat patients for routine physical health problems.

Registered Nurse

Faithful Nursing LP - Manheim, PA
January 2019 to Present

Maintain records of patient care, condition, progress, and administered medications via G-tube to bed bound patient.

Completed dressing changes, performed routine straight catheterizations and utilized suctioning and Bi Pap machines.

Registered Nurse

WellSpan Philhaven - Mount Gretna, PA
September 2016 to July 2018

Educate patients and family members about mental health and medical conditions, preventive health measures, medications, or treatment plans.

Collaborate with interdisciplinary team members, including psychiatrists, psychologists, and mental health technicians, to develop, implement, and evaluate treatment plans.

Education

Associate of Arts in Registered Nursing

Harrisburg Area Community College - Harrisburg, PA
May 2016

Nursing Licenses

RN

Expires: October 2021

State: PA

Skills

- Nursing
- Behavioral Health
- Pediatrics Experience
- Epic
- Medication Administration
- EMR Systems
- Experience Administering Injections
- Hospital Experience
- Supervising Experience

Certifications and Licenses

BLS, ACLS

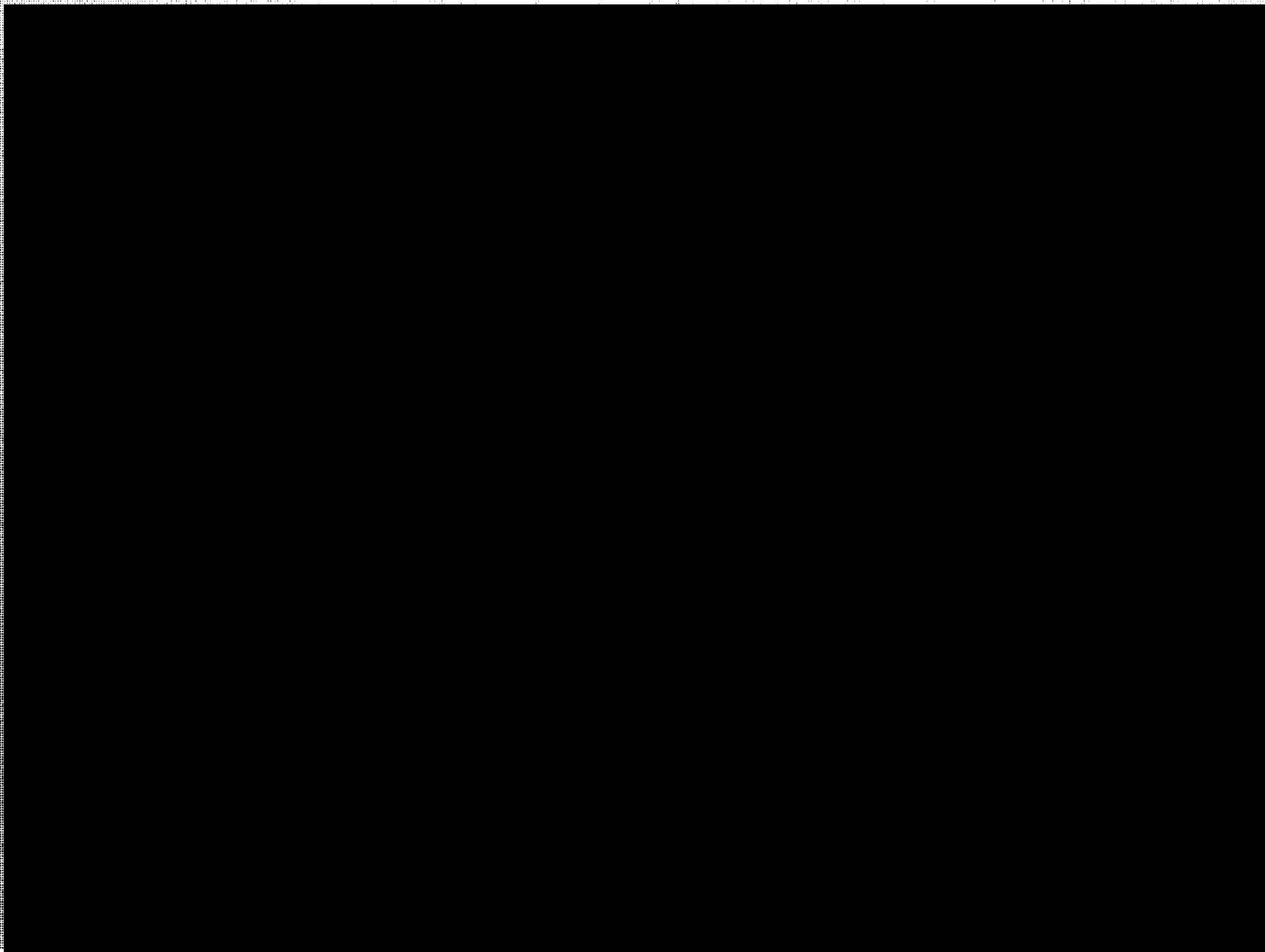
Board Certified Psychiatric Registered Nurse

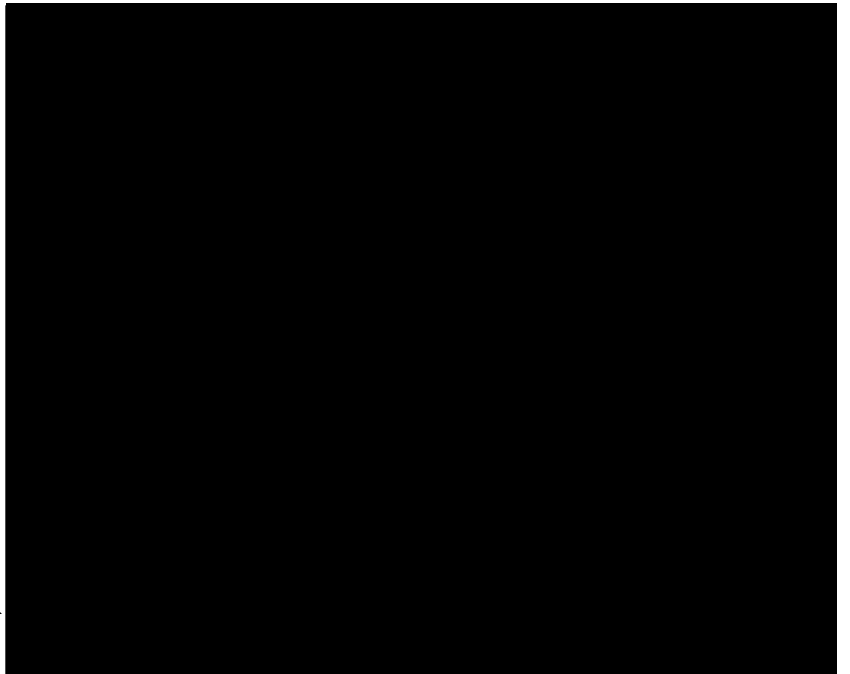
December 2018 to December 2023

Additional Information

Skills

Certified Psychiatric Registered Nurse BLS Certified, expires 7/21
Excellent critical thinking, time Knowledge of Computer Systems,
management and interpersonal skills including Epic





SHARON OFFUTT, RN, CCM
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

December 2008 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

September 2006 - December 2008

PHEASANT RUN FAMILY PHYSICIANS
Neshanic Station NJ

STAFF NURSE

March 2005 - March 2007

SOUTH BRANCH FAMILY PRACTICE
Branchburg, NJ

STAFF NURSE

March 2004 - September 2005

CHOWAN HOSPITAL HOME CARE
Edenton, NC

IN-HOME AIDE SUPERVISOR

- Provided assistance in transitioning patients from Bertie County to Chowan Hospital Home Care during expansion period. Supervised 20 in-home aides providing PCS, CAP and Aging services. Provided employees with continuing education classes and completed employee evaluations. After transitional stage, returned to Albemarle Home Care as a case manager

July 2002 - July 2004

ALBEMARLE HOME CARE/REGIONAL HEALTH SERVICES

Elizabeth City, NC

RN CASE MANAGER

- Provided case management services for approximately 38-46 home health care patients which involved skills including, IV therapies, PICC line care/removal and other access devices, lab draws, ostomy care and teaching, foley/suprapubic catheter insertion/care, G-tube/J-tube care and teaching, care of surgical drains, dressings and wounds, wound vac applications, medication administration, post-surgical care and teaching, medication, diabetic and disease education, ICD-9 coding, and infection control and reporting..

EDUCATION

College of Albemarle - Associates Degree in Nursing

College of Albemarle - Associates Degree in Business Administration

[Case Managers](#) [Employers](#) [Health Care Organizations](#) [Policymakers](#) [Researchers](#)

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[REDACTED]	

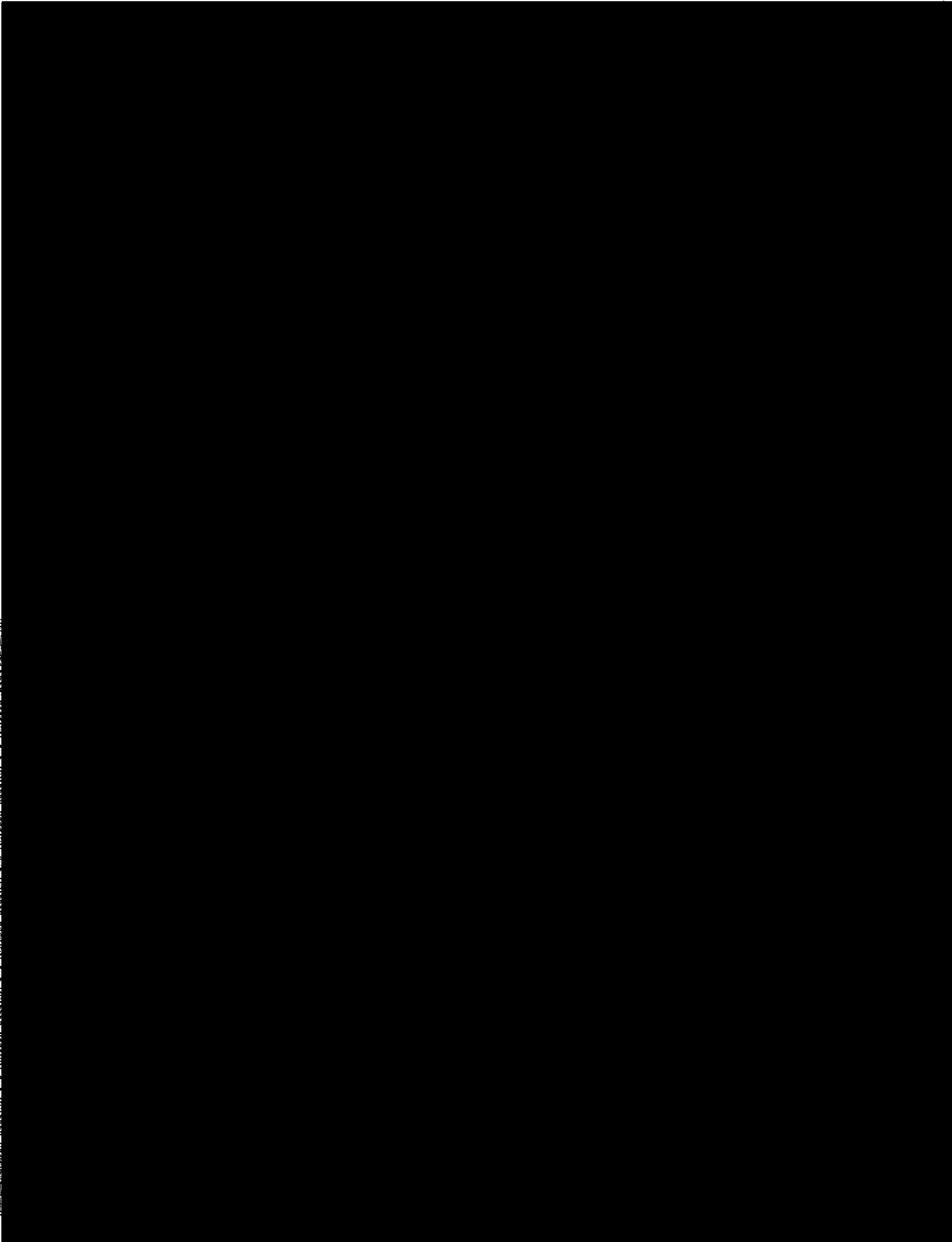
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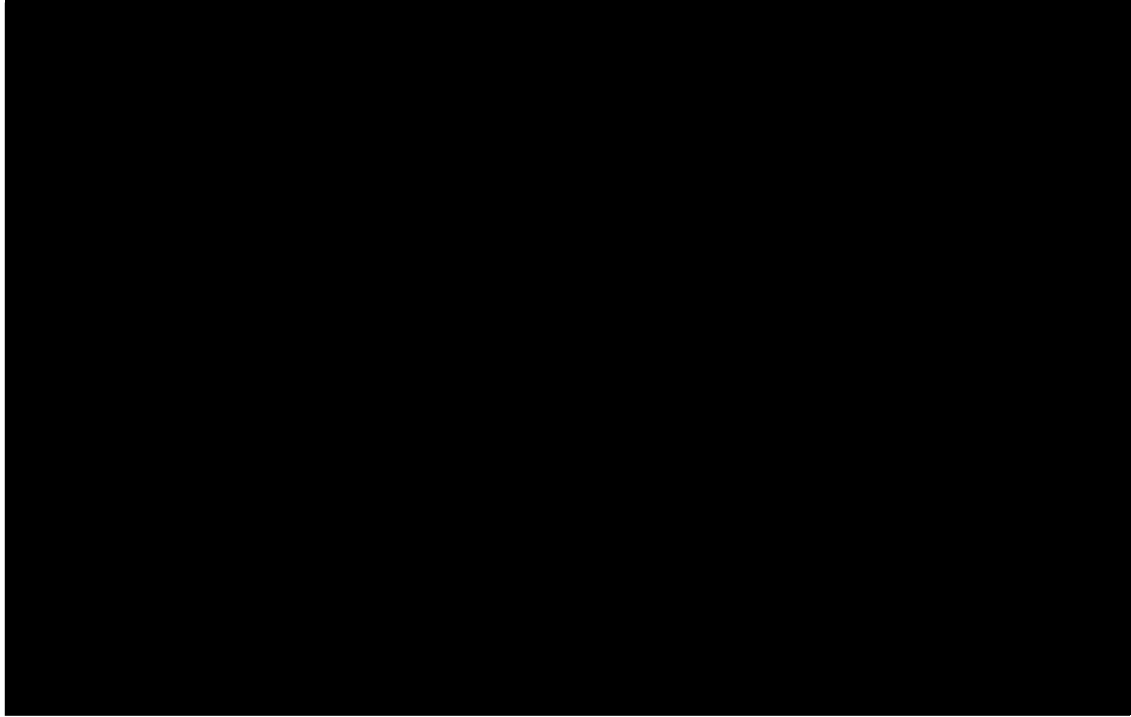
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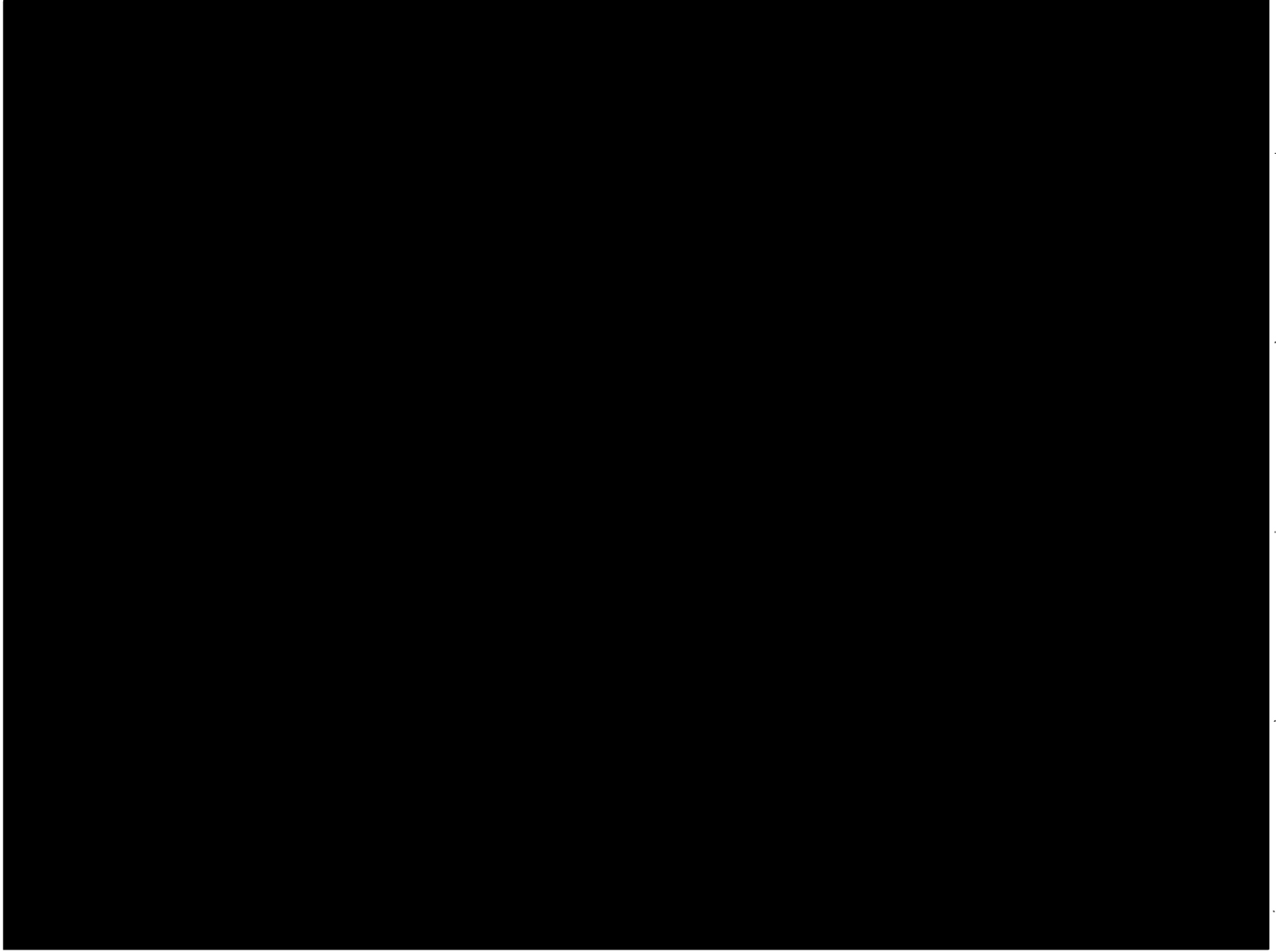
[Google Chrome](#)

[Mozilla Firefox](#)









Dawn M. Pearce



Career Objective:

Apply my clinical skills, knowledge and wisdom as a new graduated Registered Professional Nurse providing patient care to patients and families to help achieve optimal health and return of pre-illness state of health.

Professional Experience:

Patient First, Lancaster Pennsylvania

(2016-present, part-time) I currently work every other weekend at Patient first. I am responsible for triaging patients, medication administration, assessments, communication between team members, reviewing and signing off medical charts, and ensuring all floor staff are performing expected tasks.

York Memorial Hospital, York Pennsylvania

(2015 – Present, Full-time) I currently float between the telemetry, medical surgical and critical care unit. I am responsible for patient care. Throughout my day I work closely with physicians, nurse practitioners, patient care techs and patients family members. Along with performing daily assessments and administering medications, I practice critical thinking to provide patients with safe care.

Heart Of Lancaster, Lititz Pennsylvania

(2015, Full-time), I work on a telemetry unit. I am responsible for the care of both medical surgical patients as well as patients requiring heart monitoring. My responsibilities on the unit include, patient advocacy, administering medications, monitoring patients for any changes in health status, providing pertinent information about patient condition to physicians, documenting patient care/condition, organization physician orders, prioritizing patient care and educating patients about current disease processes along with medication and compliance.

YMCA, Lancaster, Pennsylvania

(2011-2015), Personal trainer certification
Providing safe and responsible training for members, improving physical and emotional wellness, documentation and tracking of member progress

The Center for the Disabled, Cohoes, New York

(2003-2005), Certified group home for adults with disabilities.
Residential Counselor, Medication administration to residents, enhancing residents independence with socializing and living in a group home setting, assisting with ADL's, performing ROM exercises as ordered.

Albany Medical Center, Albany, New York

(2002-2003), Adult & Pediatric Med-Surg unit & Epilepsy unit
Patient Care Associate, obtaining vital signs, assisting patients with ADL's, monitoring of patients for seizures

Education:

Harrisburg Area Community College, Lancaster, Pennsylvania
Associate Degree Nursing (ADN) (RN) program (2008-2014)

Columbia High School, East Greenbush, New York
Regents High School Diploma (1999-2002)

Certifications:

Basic Life Support for healthcare providers (CPR & AED)

-American Heart Association

-PALS

-ACLS

Continuing Education:

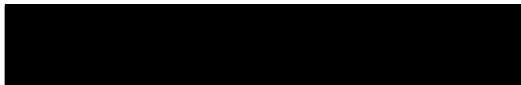
Critical Care Certification

References:

Jennifer Frank RN

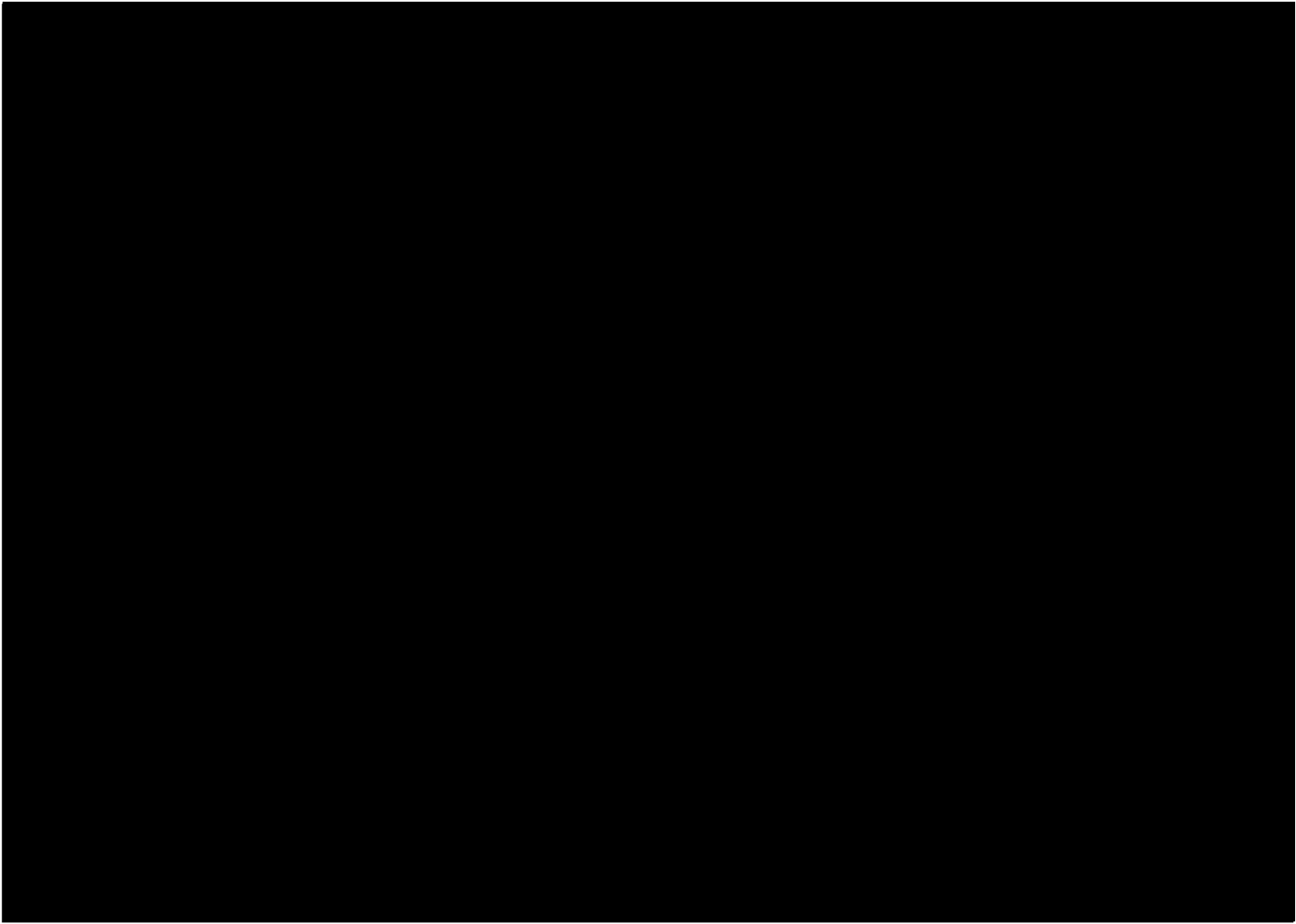


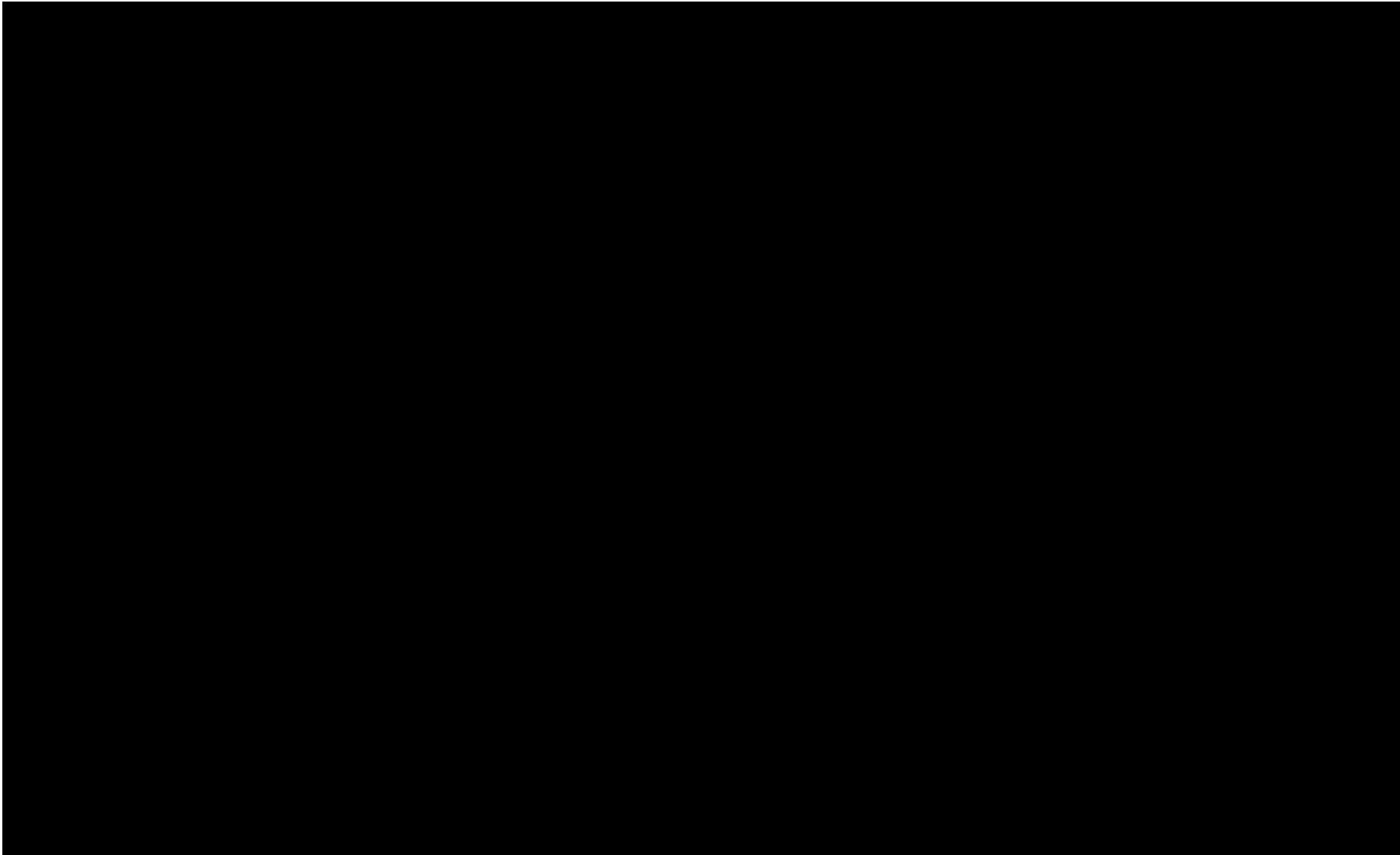
QT Harvey RN



Leanne Wolgemuth







BETH REBER, RN, CCM
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

August 2008 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

September 2003-August 2008

THE HIGHLANDS AT WYOMISSING ASSISTED LIVING
Wyomissing, PA

NURSING SUPERVISOR

- Responsible for supervisory nurse role, admission/discharge of residents. Knowledge of applicable state laws and regulations. Performed managed care treatments to residential living residents and responded to emergency requests in apartments and cottages

September 2002-September 2003

BERKS CENTER FOR DIGESTIVE HEALTH
Wyomissing, PA

GASTROINTESTINAL RN

- Admission and discharge of patients, IV insertion, patient instruction, assisting with colonoscopy and endoscopy procedures, reassessments and ordering of anesthesia supplies.

EDUCATION

ALVERNIA COLLEGE DIPLOMA IN NURSING

[Case Managers](#) [Employers](#) [Health Care Organizations](#) [Policymakers](#) [Researchers](#)

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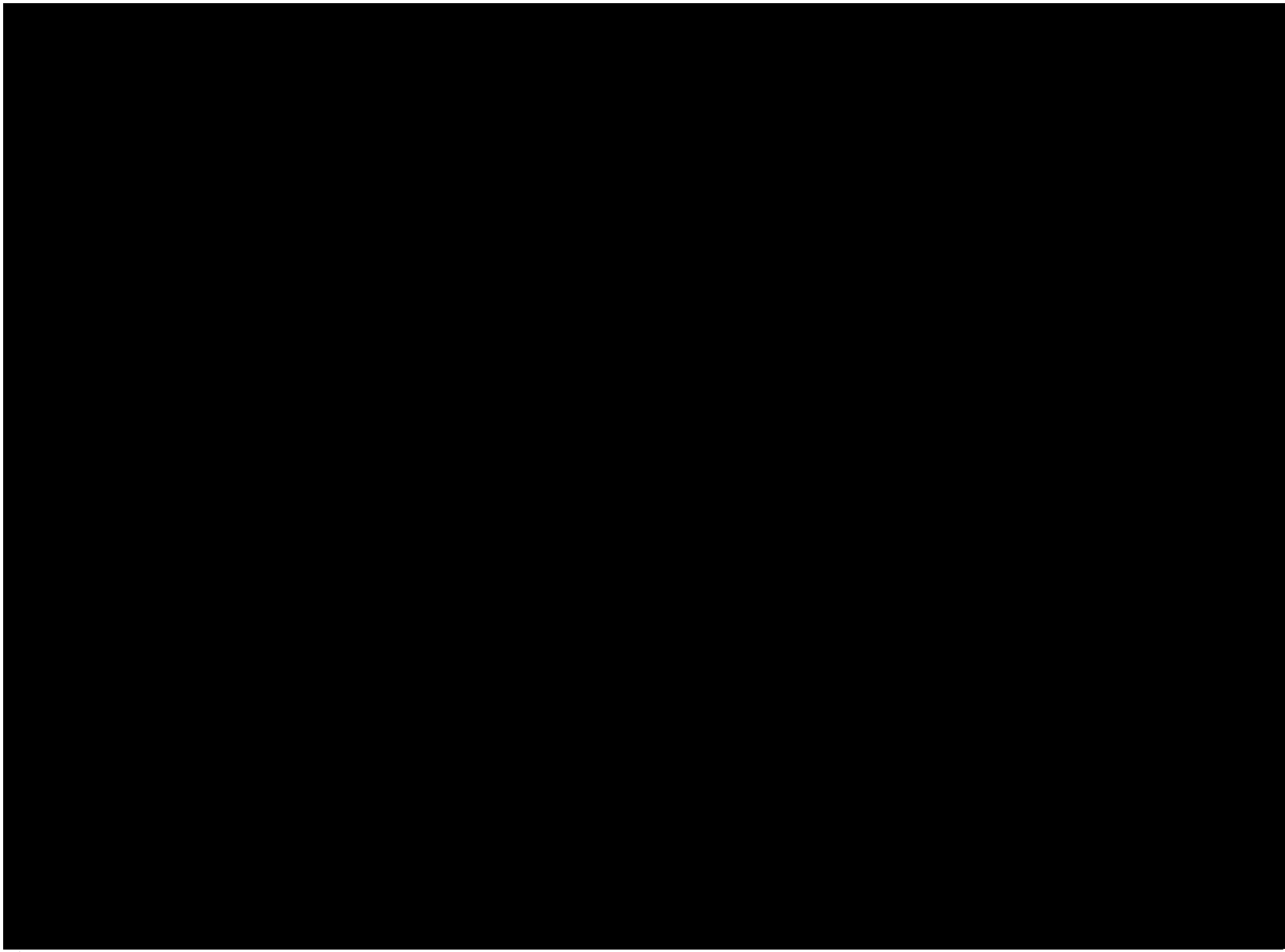


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Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

BETH L REBER

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

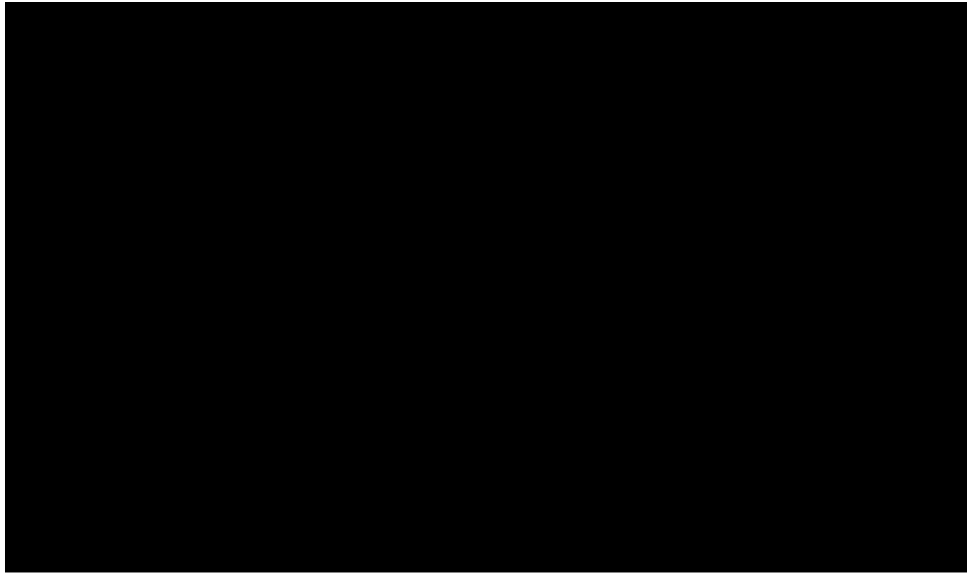
Certified Case Manager (CCM®)


CHAIR


SECRETARY


CERTIFICATION NUMBER

12/1/2016 - 11/30/2021
VALID THROUGH



Beth Redwine



Education

Ohio University Bachelor of Science in Nursing	2016 - 2018
Abington Hospital Dixon School of Nursing Diploma of Nursing	2005 – 2007
University of Tennessee Master of Science in Exercise Physiology	2000 – 2001
Cabrini College Bachelor of Science in Exercise Science	1996 – 2000

Experience

St. Mary Medical Center 2010 – present

Managing the care of the postpartum mother baby couplet as well as care of antepartum patients. Assessment and management of the maternal hemorrhage crisis. Assisting with breastfeeding and encouraging mother baby bonding through rooming in. Assess and managing the high-risk mother for complications of her existing condition including but not limited to, diabetic mothers, seizure disorders, psychosocial special needs among many others. Continually assessing all newborns for any complications requiring a NICU admission, including monitoring of infants withdrawing from maternal drug exposure. Monitoring of antepartum patients, including electronic fetal monitoring, for preterm labor, placenta previa, preeclampsia, hyperemesis, as well as other complications. Care of gynecological surgical patients. Charge nurse on a regular basis, precepting new staff, and member of the OB Council.

NOVA 2016 – 2017

Performed duties of a sexual assault nurse examiner. Duties included being on call 48 hours per month for several hospitals throughout Bucks County. Responsible for performing a sexual assault exam on patient's stating they were victims of sexual assault and working in conjunction with local authorities and the district attorney.

Lehigh Valley Hospital

2007 – 2010

Managing the care of the postpartum mother baby couplet. Assessment and management of the maternal hemorrhage crisis. Care of mothers receiving magnesium sulfate treatment for preeclampsia. Assist with breastfeeding and encouraged mother baby bonding through rooming in. Assess and managed the high-risk mother for complications of her existing condition including but not limited to, diabetic mothers, seizure disorders, psychosocial special needs among many others. Maintained care of the Late Preterm newborn 35-36 weeks gestation. Continually assessed all newborns for any complications requiring a NICU admission. Administered antibiotics to newborns, monitored infants withdrawing from maternal drug exposure, as well as inserting NG tubes for gravity feeding. Newborn nursery nurse on a regular basis as well as charge nurse.

Abington Memorial Hospital

2006 – 2007

Worked as a nurse's aide on multiple medical and surgical floors under direct supervision of a RN. Assisted with activities of daily living, monitoring of vital signs, phlebotomy, EKGs, and other responsibilities to support multiple RNs in their care of patients.

Physiometrics

2003 – 2006

Performing functional capacity evaluations (FCEs) as an Exercise Physiologist on workman's compensation and disability patients. Analyzing results of evaluation and compiling reports for insurance companies. Precepting and training new staff members.

Lucent Technologies

2002 – 2003

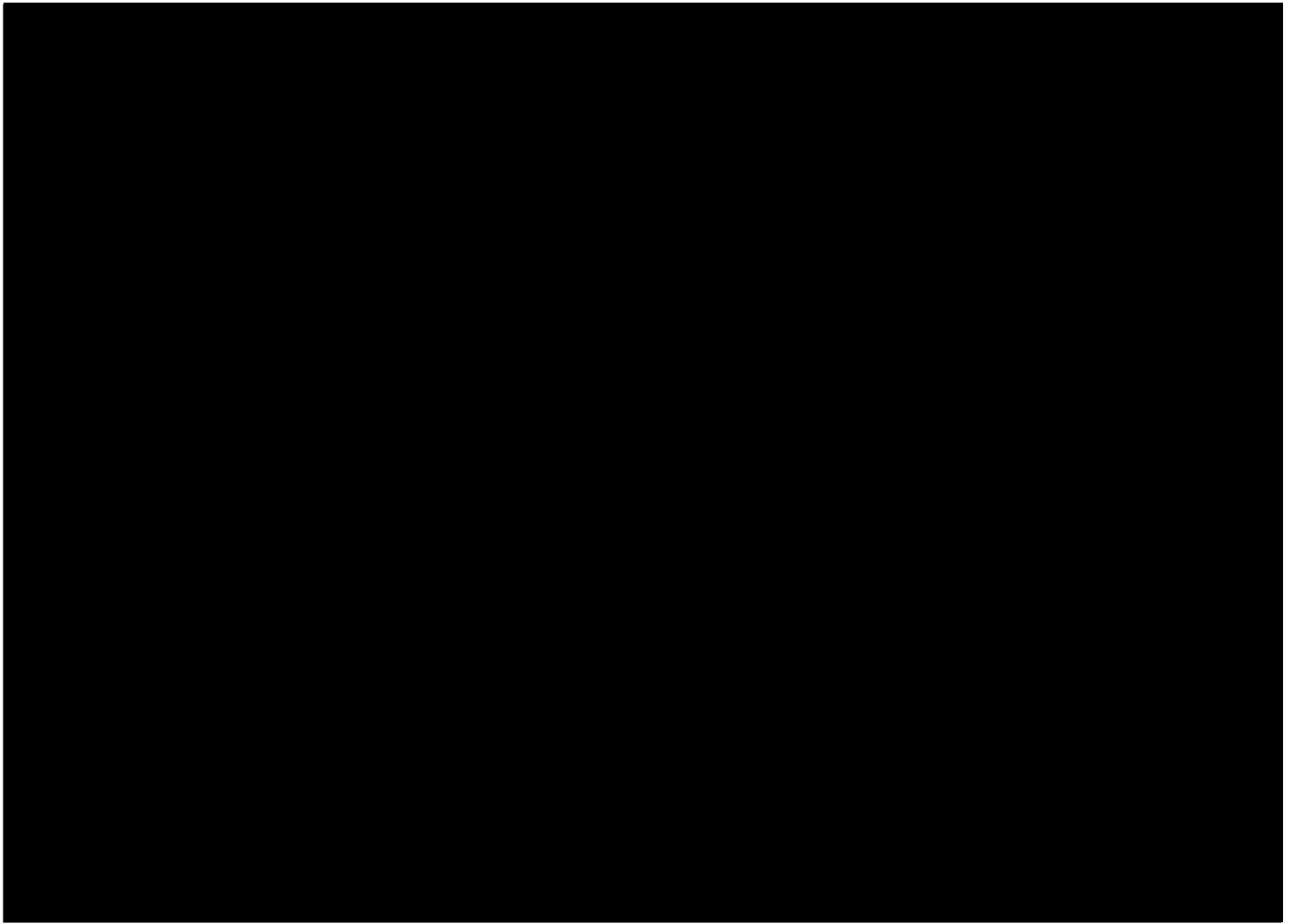
Exercise Physiologist on staff in their corporate fitness center. Responsibilities include leading group exercise classes, education of employees, testing and analyzing fitness levels, designing exercise programs for employees, as well as being a presence on the fitness floor during peak usage times.

Certifications

BCLS – CPR

NRP

RNC-MNN





BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

01/03/2022

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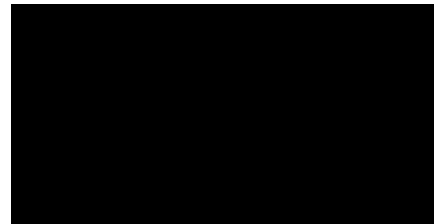
BETH ANN REDWINE

[REDACTED]
Board/Commission: State Board of Nursing

LicenseType: Registered Nurse

Specialty Type:
[REDACTED]

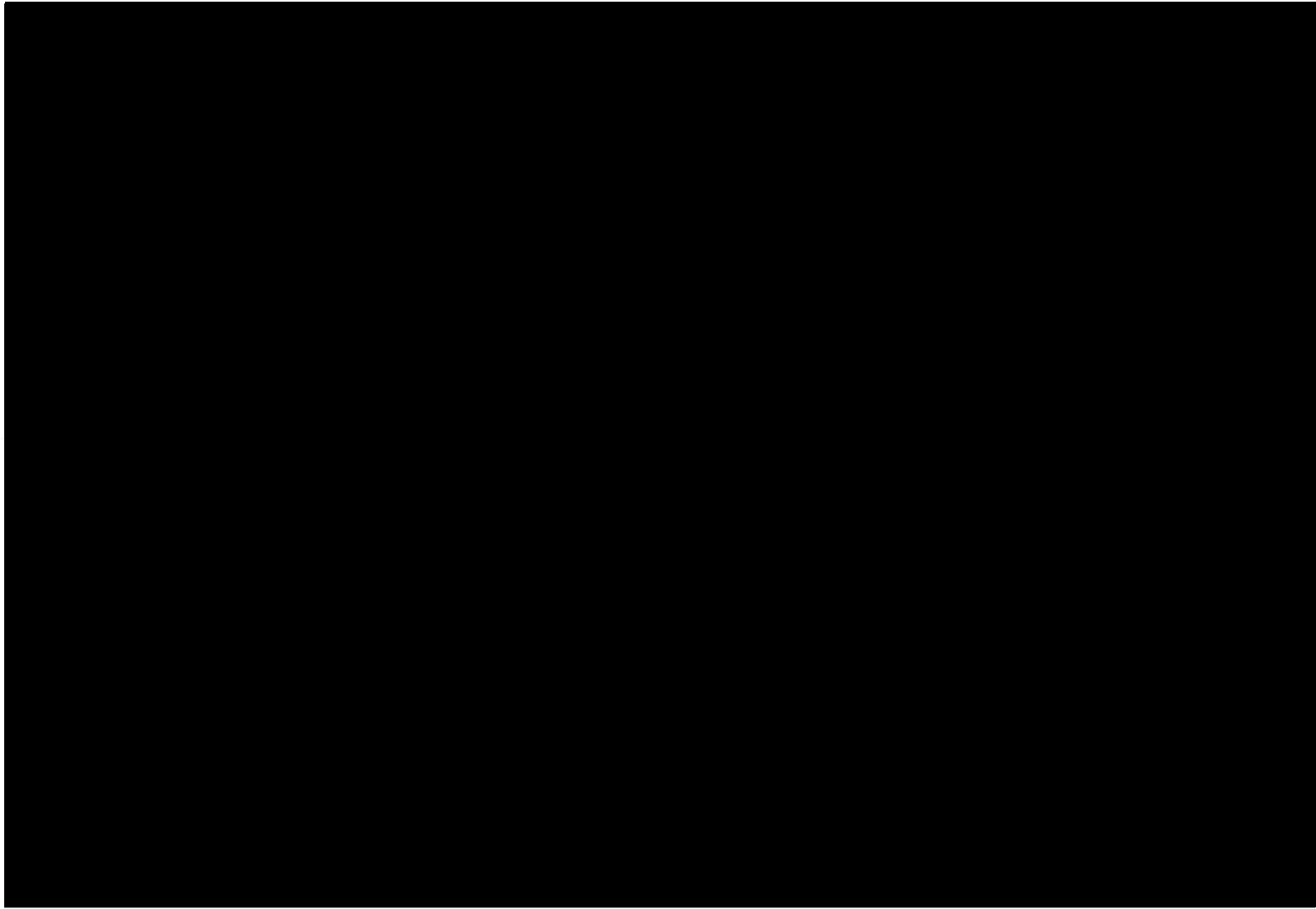
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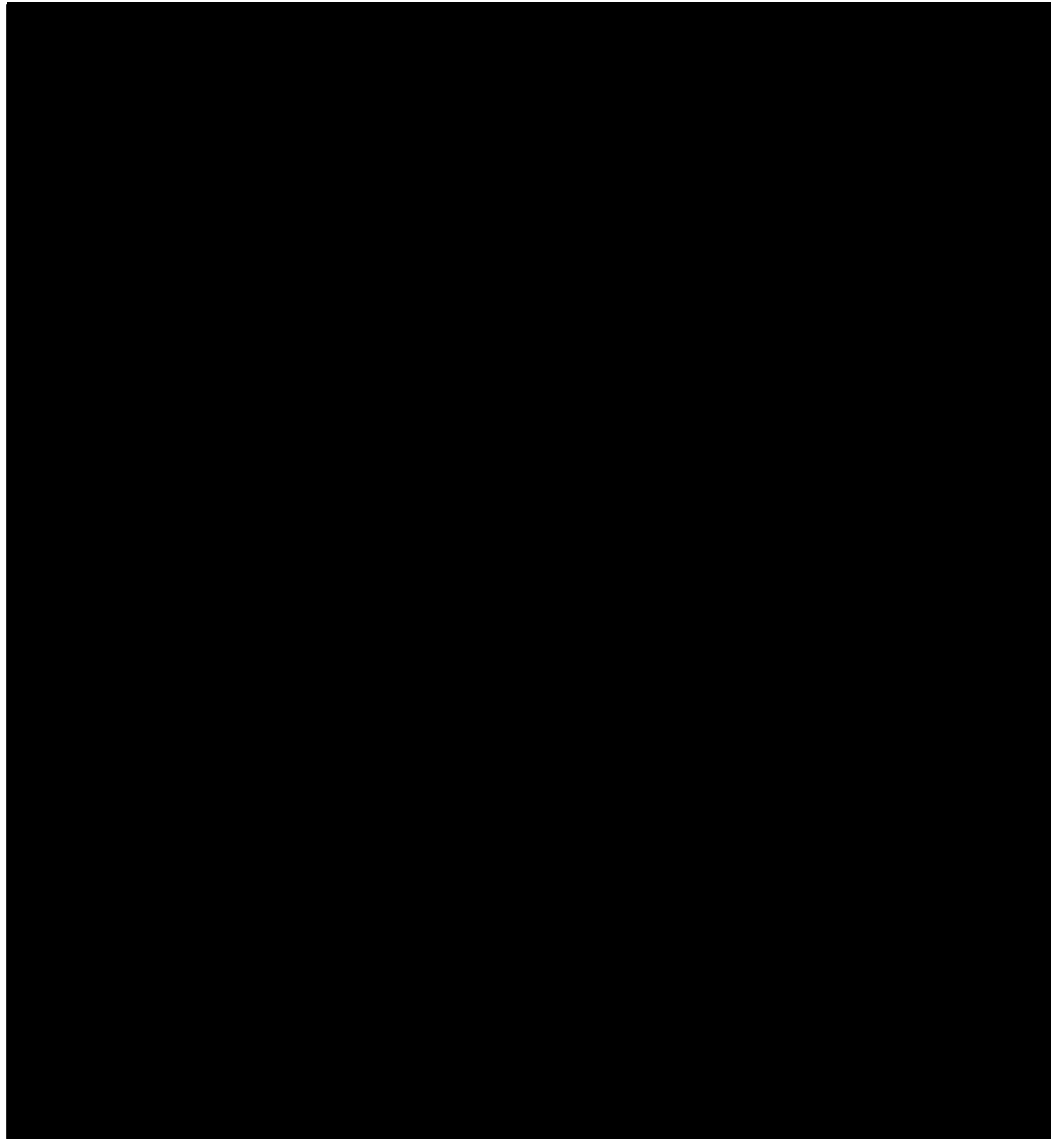


Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.





LAURA A. ROBERTSON

OBJECTIVE

To obtain a challenging position in the case management field, allowing me to utilize my skills as a registered nurse in a manner that would provide security to patients as well as family members.

LICENSURE/CERTIFICATION

Registered Nurse (RN): [REDACTED]
BLS/CPR Certification

EDUCATION

Harrisburg Area Community College (December 2013) Harrisburg, PA
Associates Degree – Nursing

Shippensburg University (May 2009) Shippensburg, PA
Bachelor of Science Degree – Biology

Cumberland Valley High School (June 2005) Mechanicsburg, PA
Diploma – Honors and College Preparatory Courses

CLINICAL EXPERIENCE

- General OR
- Outpatient and inpatient
- ENT procedures
- Trauma and emergencies
- Organ procurement and transplants
- Laparoscopic procedures
- Isolation precautions
- Infection prevention
- Patients rights and advocacy
- Collaboration
- Problem solving
- Analytical skills

WORK HISTORY

Feb. 2021 - Grane Hospice Camp Hill, PA
Present *RN Case Manager*

- Collaborate with the attending physician, patients and their families, and other members of the patient care team to coordinate, provide, and maintain continuity of patient care
- Assess, monitor, document, and report progress of patient's health and condition using required documents, reports, and established timelines
- Complete an updated Plan of Care according to state regulations and communicate changes to attending physician, hospice staff, and others providing patient care
- Use critical care judgement and problem solving skills to provide excellent patient care
- Offer emotional and practical support for both the patient and their family or caregivers in addition to providing education on the death and dying process

2014 - 2021

UPMC/PinnacleHealth System

Harrisburg, PA

OR Nurse – Harrisburg Hospital

- Prepare surgical suite according to surgery and surgeon preference
- Collaborate with the surgical team to ensure the highest safety and surgical standards for the patient
- Initiate corrective actions upon adverse information from monitoring equipment
- Collaborate with physicians and other health care providers to develop a care plan for the patient during surgery
- Gather all supplies needed for the operation and assume responsibility for keeping the OR sterilized
- Adhere to AORN standards of perioperative practice
- Function as a mentor and resource to incoming nursing staff, students, and surgical technologists
- Conduct pre- and post-operative teaching to the patient and family members
- Record all care information concisely, accurately, and completely in a timely manner, in the appropriate format on the appropriate forms
- Remain HIPAA compliant and respect cultural and religious practices of patients

SKILLS OFFERED

Computer:

- MS Office: Microsoft Word, Excel, Power Point
- SIS, RealView, and EPIC Computer Programs - UPMC/PinnacleHealth
- PointCare
- Cell-Tracker
- HomeCare HomeBase

Other:

- Highly organized and efficient
- Detail oriented
- Ability to multi-task and think critically
- Quick to act in emergency situations
- Compassionate and sensitive
- Patient advocacy
- Strong knowledge of operation procedures and patient safety
- Punctual and dependable
- Ability to work as a team member as well as independently
- Excellent customer service skills
- Eager to learn new skills

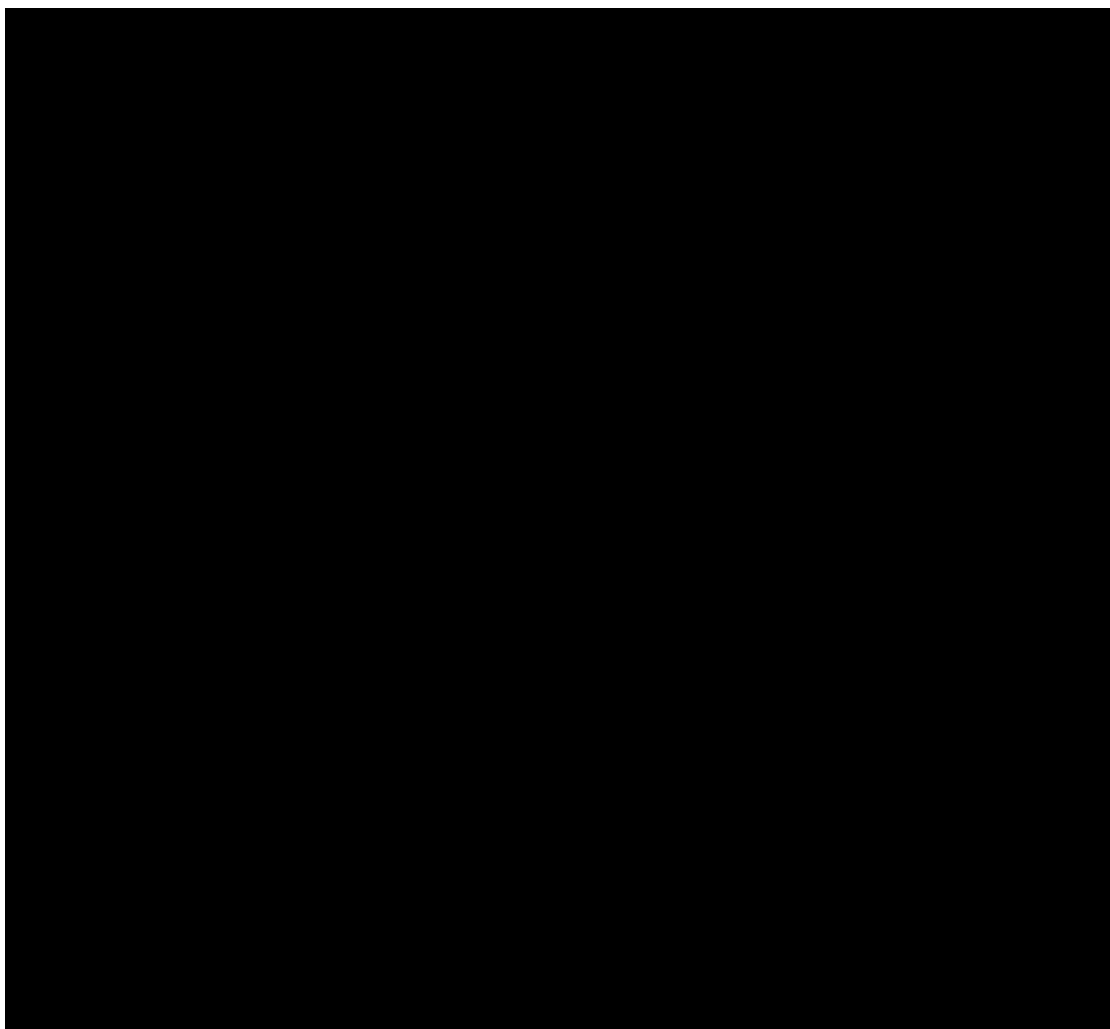
ACHIEVEMENTS

- Harrisburg Area Community College Dean's List
- Shippensburg University's Board of Governor's Scholarship
- Cumberland Valley National Honor Society and National Foreign Language Honor Society

REFERENCES

- Available upon request





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Jennifer A Rua



Objective: To obtain a position that utilizes my nursing skills

Education: Citizens School of Nursing New Kensington, PA graduated 2001

Clarion Limestone High School Strattenville, PA graduated 1989

Jobs: UPMC Health Plan Pittsburgh, PA November 2016 -June 2021

Position: Clinical Appeals Coordinator

Duties: Performed 1st, 2nd and administrative appeals for insurance company. Also was the Primary nurse the did all the HDI, SCIO and SIU audits. Worked closely with the Special Investigation unit to help seek out providers that were not coding correctly.

Patriots Colony Williamsburg, VA

Position: RNAC

Duties: Coordinate plan of care for residents through the MDS process. Care planning, Assessments, Care conference with residents and family members.

Longwood at Oakmont Verona, PA November 2007-January 2012

Position: Director of Nursing

Duties: Oversaw the nursing care of a 60 bed skilled nursing unit. In charge of 25+ employees. As a small unit I also was responsible for the MDS process, care planning, assessments and Training of new employees. In the 5 years there we had 3 state surveys with no deficiency's.

Grane Health Care Pittsburgh, PA November 2004-September 2007

Position: Corporate RNAC

Duties: Was assigned to the 4 Alleghany County Nursing Homes to help educate the RNACS in increasing their CMI for reimbursement.

Woodhaven (Grane Health Care) Monroeville, PA April 2003-October 2004

Position: RNAC

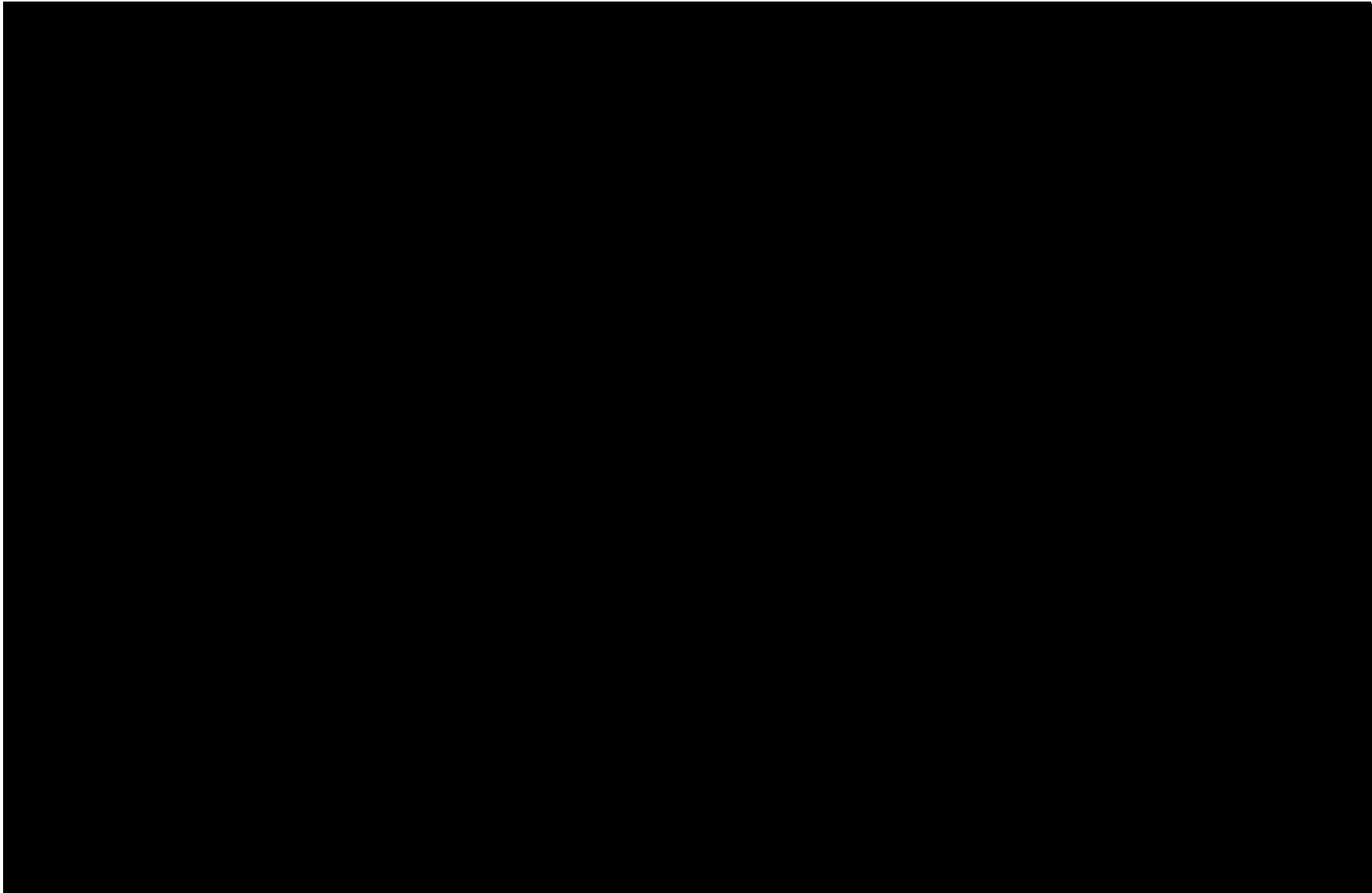
Duties: Coordinate the care of the residents through the MDS process. Was 1 of 2 RNACs in a 120 bed building. Care planning, assessments and care conferences. Was promoted to Corporate RNAC.

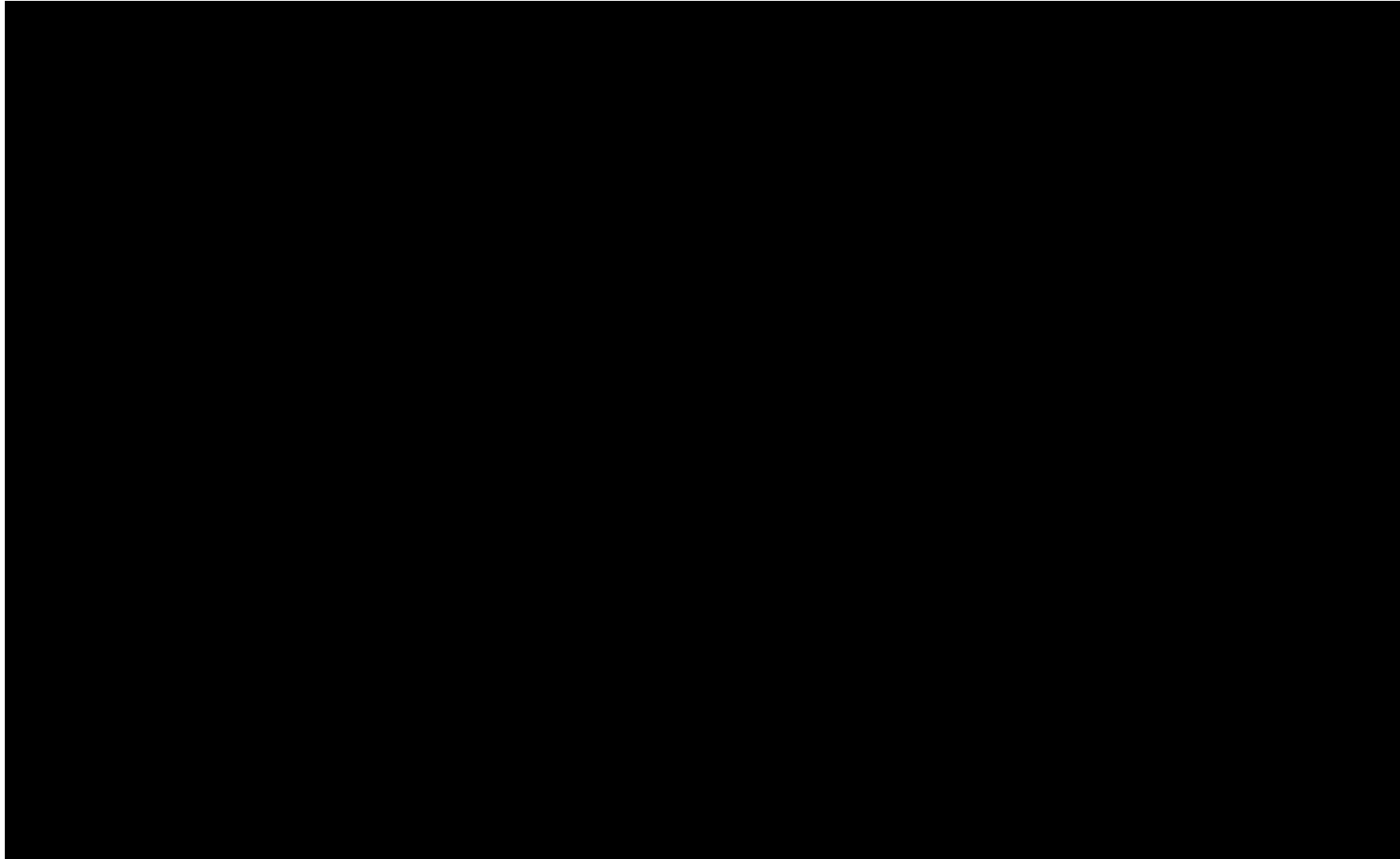
Concordia Visiting Nurses Cabot, PA February 2002-March 2003

Position: Case Manager

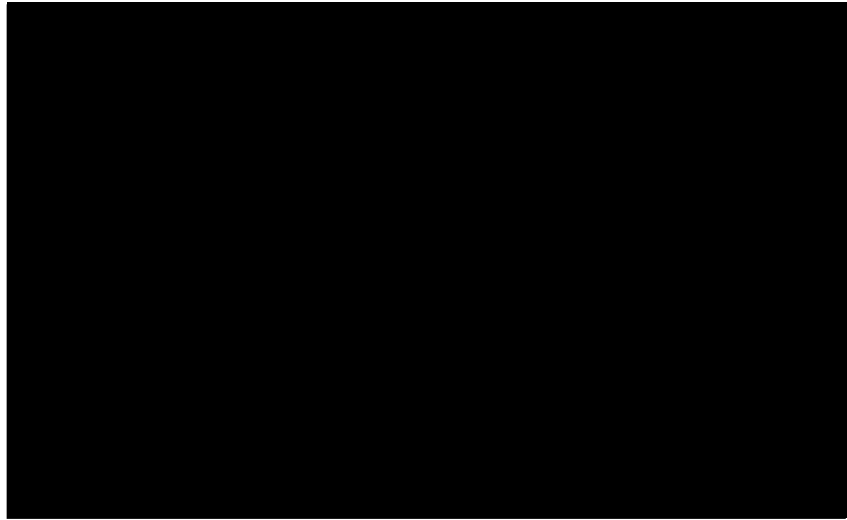
Duties: Case management of 15-20 patients. Coordinate the plan of care for home bound Patients. Worked very closely with the patient's doctors and did assessments and home visits.

References available upon request





3 10/10/2010



MAXINE G. RUBLE, BA, RN, CCM

WORK EXPERIENCE

April 2005 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

September 1995 to December 2004

KEMPER/BROADSPIRE
Pittsburgh, PA

MEDICAL CASE MANAGER

- Managed the medical cases of workers' compensation claimants; conducted intake interviews; met with physicians to monitor, evaluate and facilitate treatment plans; met with employers to discuss work history and conduct on-site job analyses; maintained communication with claimant, physician and/or other healthcare team members and employer to ensure care was reasonable and appropriate; assessed claimant compliance; facilitated claimant return to work; obtained pertinent medical documentation during case progress; researched and assisted in the implementation of cost-effective medical care; compiled and submitted reports to insurance carriers detailing case progress and proposed action plans. Provided case management for auto claims, CAT claims and long-term disability claims. Also performed telephonic case management.

August 1990 to September 1995

GENEX
Pittsburgh, PA

MEDICAL CASE MANAGER

September 1988 to August 1990

INTRACORP
Pittsburgh, PA

MEDICAL CASE MANAGER

October 1987 to September 1988

WESTERN PSYCHIATRIC INSTITUTE & CLINIC
Pittsburgh, PA

PRIMARY NURSE, GERIATRIC UNIT

Planned and implemented skilled nursing and psychiatric intervention with geriatric patients.

Maxine G. Ruble, BA, RN, CCM

WORK EXPERIENCE continued

June 1981 to October 1987

VNA OF WESTERN PENNSYLVANIA
New Kensington, PA

PROJECT COORDINATOR

Managed the activities of the In-Service Education Department for a Department of Human Services Grant for Homemaker/Home Health Aid training (August – October 1987). Also worked as in-service education coordinator, where duties included establishing an in-service education department; assessing learning needs of VNA employees; planning, coordinating and teaching in-services based on those needs; determined policies and prepared department budget. Also worked as a visiting nurse team leader, where duties included performing skilled nursing care in patient homes; and planning and initiating individualized patient teaching program. Provided hospice care, intravenous therapy; catheter and ostomy care, and care of patients with diabetes.

June 1980 – June 1981

MONSOUR MEDICAL CENTER
Jeannette, PA

STAFF NURSE, MEDICAL-SURGICAL NURSING UNITS

Performed skilled nursing care; acted as charge nurse; supervised LPNs and nurses' aides.

EDUCATION

1980 to 1985

PENNSYLVANIA STATE UNIVERSITY
New Kensington, PA

Completed 21 credits in nursing.

1978 to 1980

WESTMORELAND COUNTY COMMUNITY COLLEGE
Youngwood, PA

Associate's Degree in Nursing. Graduated with honors.

1965 to 1970

UNIVERSITY OF PITTSBURGH
Pittsburgh, PA

Obtained 25 graduate credits in Elementary Education.

1961 -- 1965

SETON HILL COLLEGE
Greensburg, PA

Bachelor of Arts, Psychology, with related major in Elementary Education. Graduated with honors.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/17/2021

License Information

MAXINE MILLER RUBLE

Board/Commission: State Board of Nursing

LicenseType: Registered Nurse

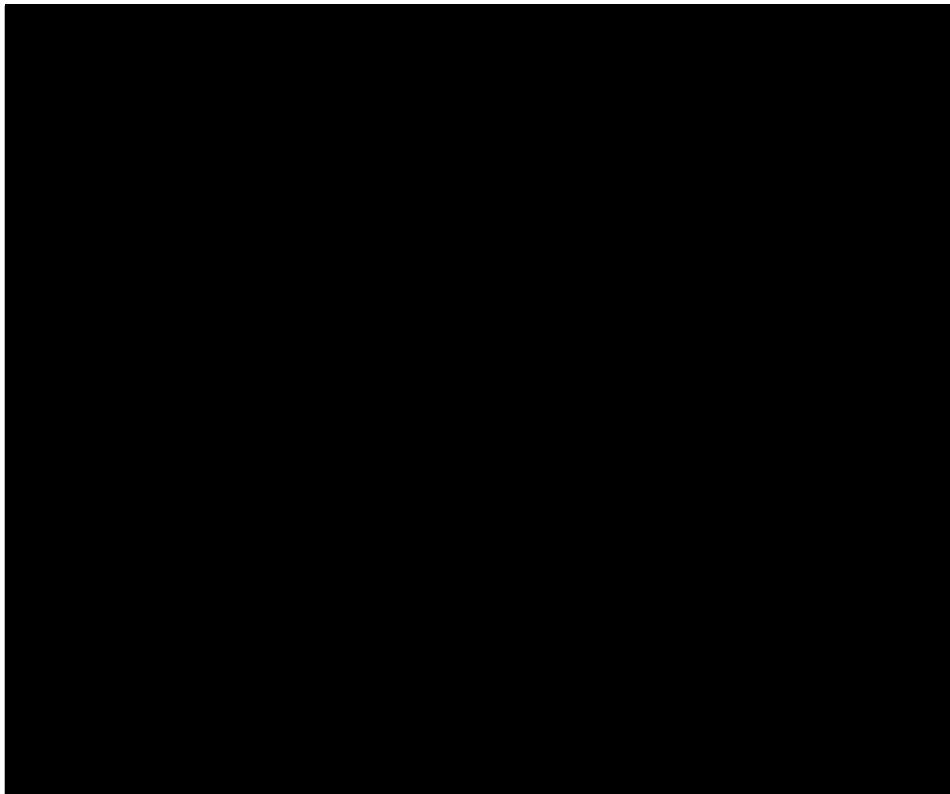
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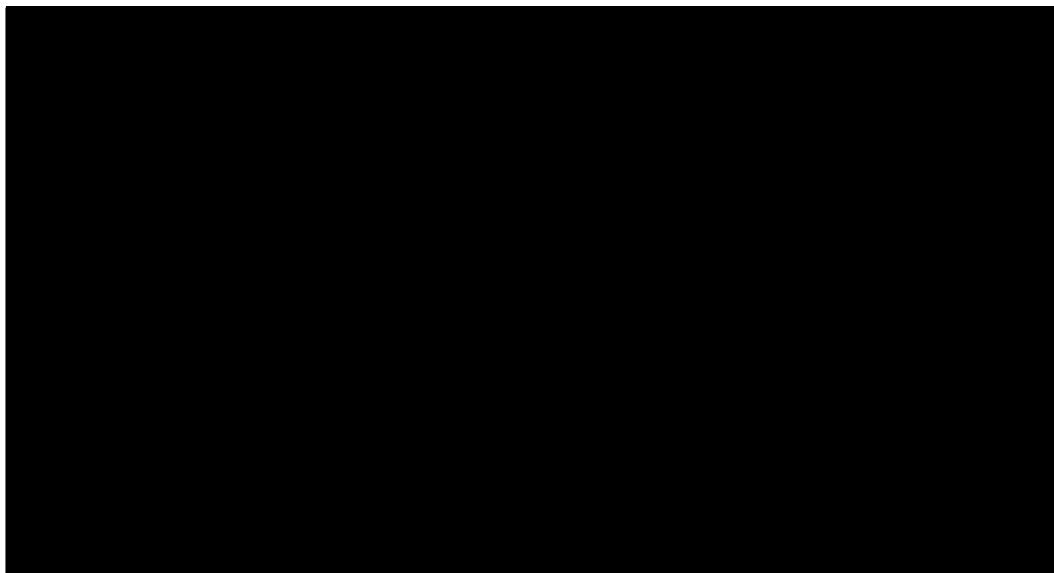
Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

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STEPHANIE SARVAT



OBJECTIVE Seeking a position as a Registered Nurse, utilizing nursing education combined with 10+ years' experience in the medical field to provide the highest quality of patient care.

EDUCATION:

Date of Graduation: Anticipated 2021 Aspen University
Aspen, Colorado
Bachelor's of Science, Nursing

Date of Graduation: December 2014 Burlington County College
Pemberton, New Jersey
Associate of Applied Science, Nursing

Date of Graduation: May 2005 Burlington County College
Pemberton, New Jersey
Associate of Arts, Education

EXPERIENCE:

December 2017 to Present Princeton Medical Group
Princeton, NJ
Supervisor of Nursing Operations, Internal Medicine
Full Time

- Management and supervision of the Internal Medicine Department, including Cardiology, Endocrinology, Rheumatology, Oncology, Pulmonology, and Gastroenterology, consisting of 29 providers and 40 staff members
- Management of multi-agent call center
- Coordination with upper management, department managers and supervisors on company projects, policies and procedures
- Coordinate provider and staff schedules
- Creation and implementation of training protocols for new and current staff
- Manage and supervise daily clinical operations for 3 facilities
- Enforce appropriate policy and procedure and implement corrective action when errors occur
- Conduct interviews of new candidates
- Conduct bi-annual and annual employee performance evaluations
- Implement "Correct and Prevent" and "Personal Improvement Plan" strategies to assist employees in correction of errors and understanding of policy
- Telephone triage PRN

February 2017 to November 2017 Always There In Home Care
Mount Laurel, NJ
Register Nurse Case Manager
Per Diem

- Initial assessment of new clients
- Creation of care plan based on initial assessment

- Monthly and Bi-Monthly reassessment of clients
- Updating and implementation of current care plan
- Management and supervision of CHHA's
- Coordination of services and community resources
- Patient and family teaching

June 2017 to October 2017

Alliance OB/GYN Associates
Delran, NJ
Registered Nurse Navigator
Full Time

- Provide nursing services to both OB and GYN patients
- Patient intake, including assessment and evaluation, and vital signs
- OB Patient Care Coordination, including initial office visit, patient teaching, coordination of services, scheduling of office visits and testing
- OB/GYN Triage
- Prescription refills
- Administration of injections including Lupron, Makena, Dep-Provera, Gardasil
- Assistance with in office procedures including paps, cultures, endometrial biopsy, cervical biopsy, LEEP, D&C, colposcopy, hysteroscopy, and liposuction
- Care planning based on abnormal labs and cultures

June 2016 to June 2017

Dr. Orlando Mills
Freehold, NJ
Registered Nurse Patient Care Coordinator
Part Time

- Administer vaccinations PRN
- Assessments and screening of patients
- Determine and assign risk stratification for each patient
- Creation and updating of Care Plans on a monthly and quarterly basis
- Patient education, including HTN, DM, COPD, Depression, Medication/Pain Management
- Liaison between patients, hospital, and physicians
- Provide referrals for community resources and continuing care to patients and caregivers

October 2015 to May 2016

Jersey Urology Group
Somers Point, NJ
Registered Nurse
Full Time

- Assessments and screening of patients
- Patient Intake, including chief complaint, history and physical, and vital signs
- Administer testosterone injections
- Removal and placement of indwelling catheters
- Performance of in office procedures including urodynamics, uroflow, and urocuff
- Assisting physicians with in office procedures

February 2008 to November 2015

Prospira Pain Care, PC
Hamilton, New Jersey
Medical Assistant
Full Time

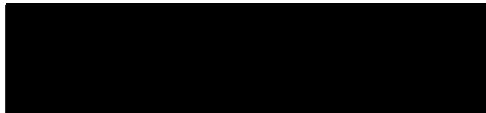
- Secretarial duties including call center operations, data entry, and assisting Physicians.
- Facilitating an open line of communication between patients and physicians.
- Obtaining vital signs, performing urine toxicology screenings, and assisting physicians with in-office procedures.
- Communicating with pharmacies and patients regarding medications and prescription refills.
- Precertification of procedures
- Billing and Coding
- Front Office duties

July 2012 to January 2013

Alliance OB/GYN Consultants
 Delran, New Jersey
 Executive Assistant to the Medical Director
 Full Time

- Secretarial duties including call center operations, data entry and assisting all physicians.
- Knowledge of Quickbooks – responsible for making most monthly payments to various clients and vendors.
- Preparation and maintenance of all correspondence and files for the medical director.
- Maintenance of personnel files and confidentiality of the business.

CERTIFICATIONS/LICENSES:



State of New Jersey

CPR: Healthcare Provider

American Heart Association

Substitute School Nurse Certification

Pemberton Township Board of Education



Bureau of Professional and Occupational Affairs

State Board of Nursing

P.O. Box 2649

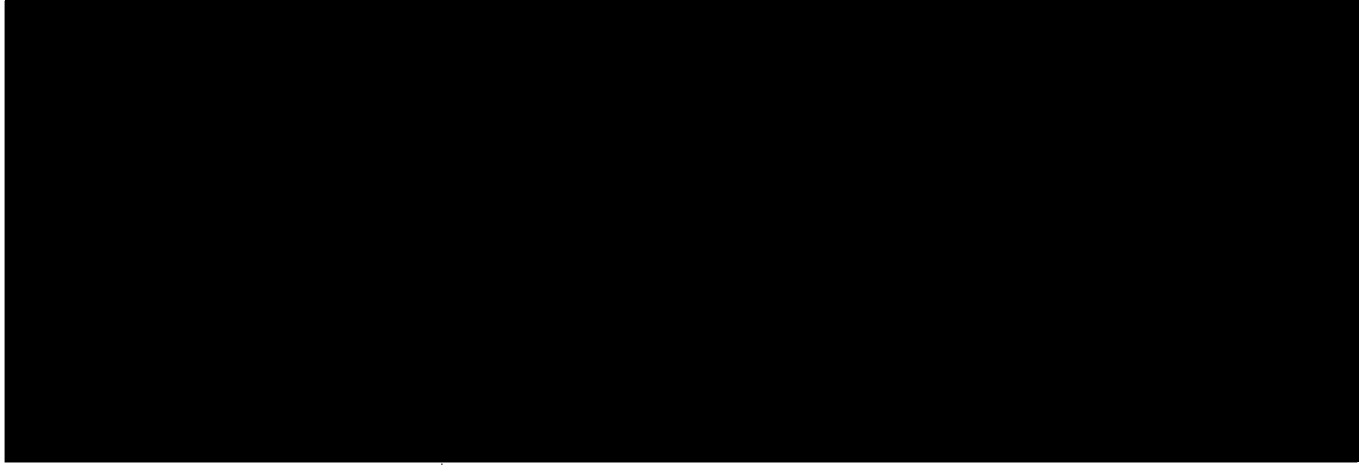
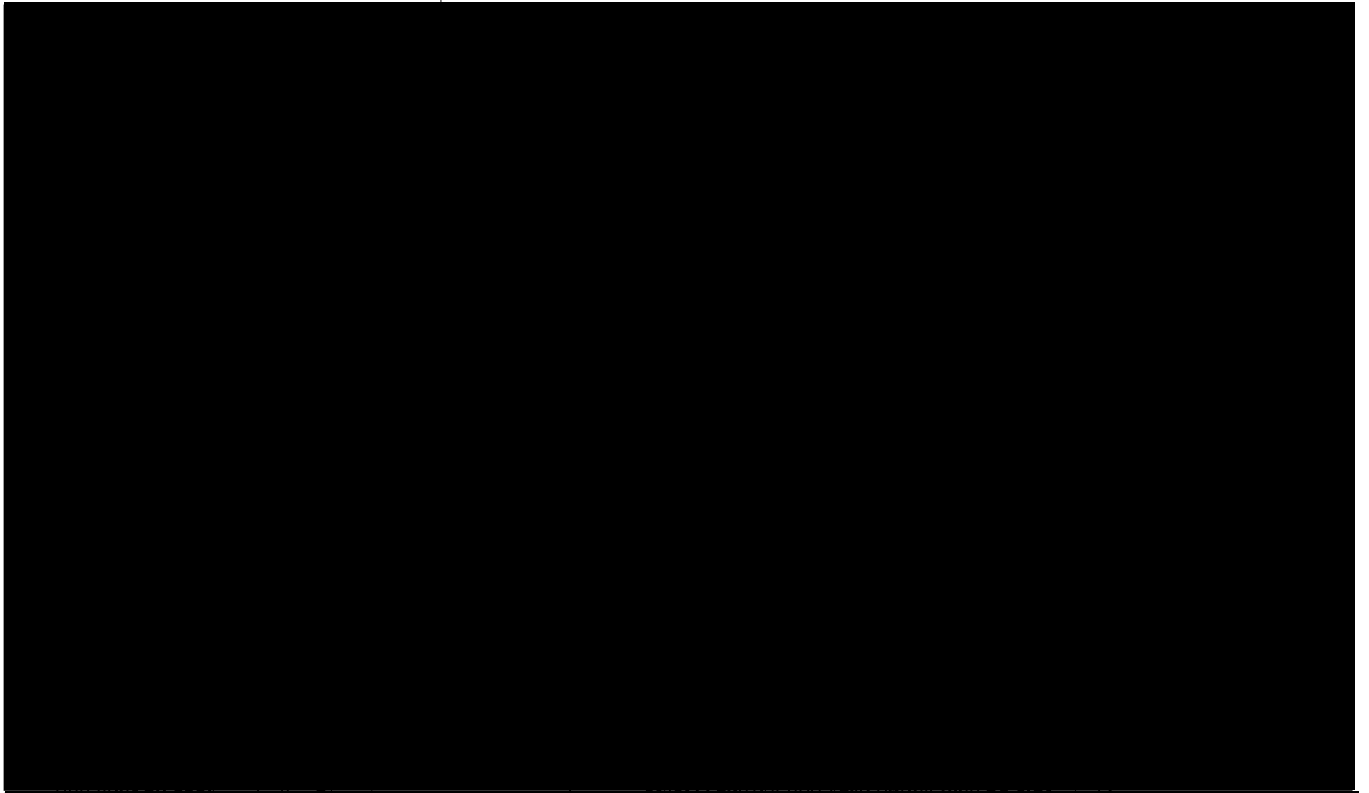
Harrisburg, PA 17105-2649

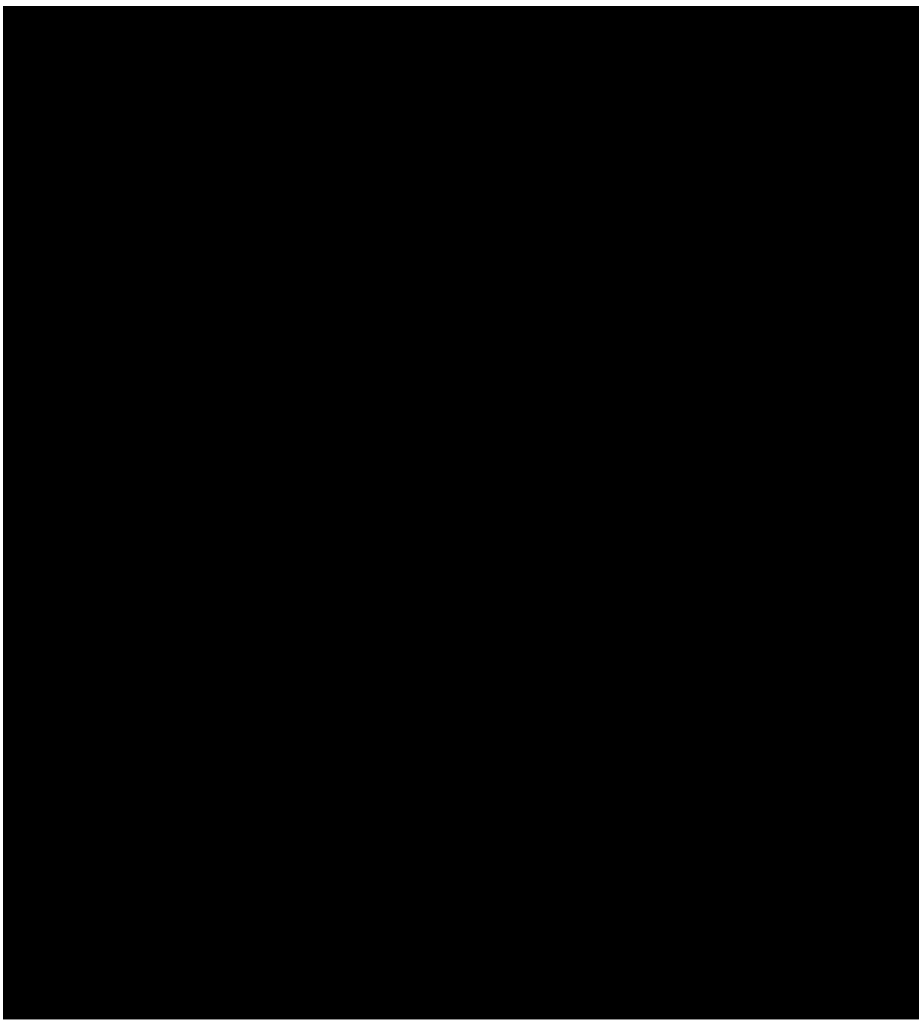
Telephone: 7177837142

Fax: 7177830822

Website: <http://www.dos.pa.gov/nurse>

E-Mail: st-nurse@pa.gov





Kathryn E. Cosenza Shimer, RN, BSN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

CURRENT EMPLOYMENT

November 2005 – Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

FORMER EMPLOYMENT

December 2004 – November 2005

CARLISLE REGIONAL MEDICAL CENTER
Carlisle, PA

ACUTE REHAB NURSE

Provide Nursing Care to acute medical rehab patients and also performing occasional charge nurse duties

May 2002 – December 2004

CARLISLE REGIONAL MEDICAL CENTER
Carlisle, PA

Emergency Department Nurse

Provide nursing care to critical, acute, and chronically ill patients in ED setting

1984 – May 2002

SHEEHAN MEMORIAL HOSPITAL

EMERGENCY DEPARTMENT NURSE

Provide nursing care to critical, acute, and chronically ill patients in ED setting

1982 - 1984

SHEEHAN MEMORIAL HOSPITAL

INTENSIVE CARE NURSE

Provide nursing care to critical patients, and also served as charge nurse.

Kathryn E. Cosenza Shimer, RN, BSN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

1981 - 1982

SHEEHAN MEMORIAL HOSPITAL

MEDICAL-SURGICAL NURSE

Provide nursing care to acute and chronically ill patients, and also served as charge nurse.

1976 - 1981

SHEEHAN MEMORIAL HOSPITAL

EMERGENCY DEPARTMENT CLERK

EDUCATION

Daemen College
Amherst, NY

Bachelor of Science in Nursing, 1994

Trocaire College
Buffalo, NY

Associate of Arts Degree in Nursing, 1980

Kathryn E. Cosenza Shimer, RN, BSN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

CURRENT EMPLOYMENT

November 2005 – Present

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INTENSIVE CARE NURSE

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Kathryn E. Cosenza Shimer, RN, BSN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

1981 - 1982

SHEEHAN MEMORIAL HOSPITAL

MEDICAL-SURGICAL NURSE

Provide nursing care to acute and chronically ill patients, and also served as charge nurse.

1976 - 1981

SHEEHAN MEMORIAL HOSPITAL

EMERGENCY DEPARTMENT CLERK

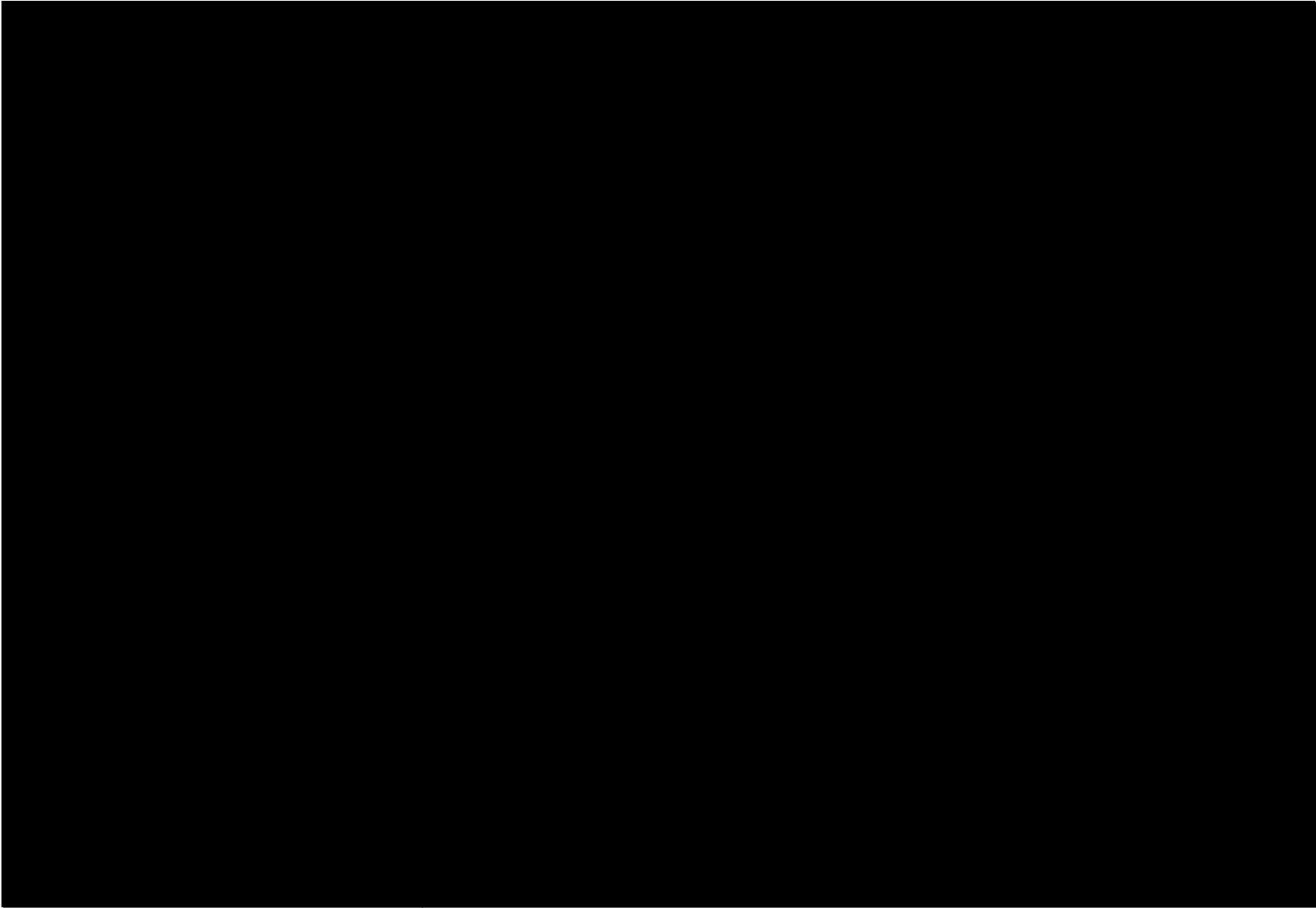
EDUCATION

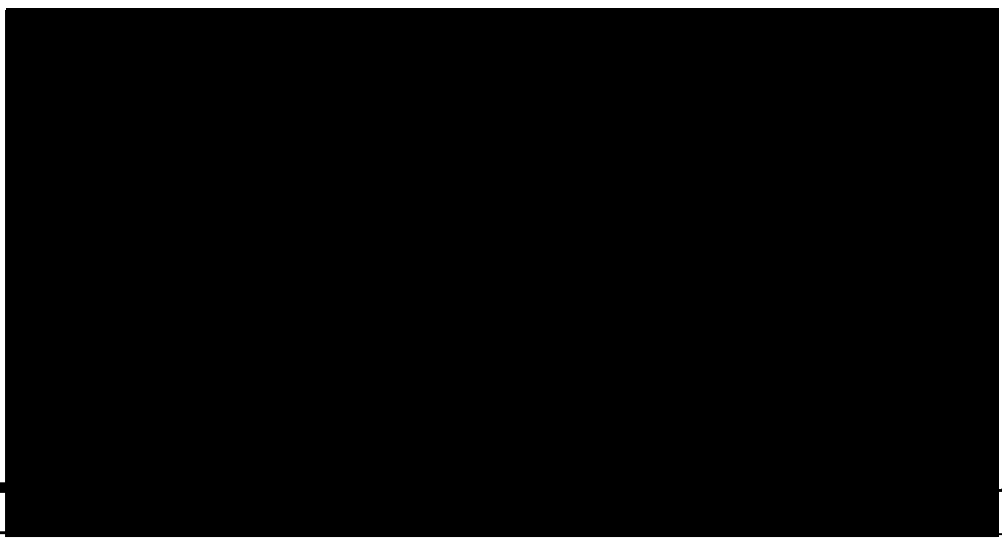
Daemen College
Amherst, NY

Bachelor of Science in Nursing, 1994

Trocaire College
Buffalo, NY

Associate of Arts Degree in Nursing, 1980





Susan Shirey

[REDACTED]

Authorized to work in the US for any employer

Work Experience

CEO

SLS Nursing Services - Reading, PA
December 2015 to Present

Self employed as a nurse contractor with several specialty pharmacies to provide infusion services to clients in the home setting.

Clinical Educator

Revolutionary Home Health and Hospice - Allentown, PA
August 2020 to May 2021

Provided education to all field nurse
Supervised all nursing employees during home visits
Identified ongoing educational and training needs and developed educational in services
Provided clinical expertise to interdisciplinary team

Clinical Manager

Bayada Hospice - Boyertown, PA
January 2018 to July 2020

Hospice Clinical Manager
Provided clinical expertise to Hospice case managers
Provided education and support as integral part of Hospice team
Trained in Local coverage determination and CMS Hospice guidelines

Clinical Manager

Berks VNA - Wyomissing, PA
October 2011 to September 2015

management.
Hospice RNCM for one year then promoted to Hospice Clinical Manager.
Able to perform as an RNCM to provide nursing care and support to Hospice clients and families at end-of-life.

Nurse Supervisor RN

HCR ManorCare - Reading, PA
March 2008 to February 2010

Assessment of patients, development of plans of care, supervision of LPN and HHA, Admission's, Discharges. Supervisory position

Education

Bachelor's in In progress

Chamberlain College of Nursing-Chicago

August 2020 to Present

Associate in Nursing

Harrisburg Area Community College - Harrisburg, PA

August 1998 to June 2000

None in Biology

Lebanon Valley College - Annville, PA

August 1984 to February 1986

High school diploma in College preparatory

Lower Dauphin High School - Hummelstown, PA

September 1981 to June 1984

Skills

- Experience with managing a team of Hospice nurses to provide care within the Hospice philosophy in the home.
Familiar with Hospice CMS regulations and LCD's.
Comfortable with use of comfort medications in all forms and assessment of effectiveness for symptom management.
Able to perform as an RNCM to provide nursing care and support to Hospice clients and families at end-of-life.
Began my nursing career as a CNA in a SNF setting prior to starting nursing school.
Worked as a charge nurse on a medical-surgical unit in a Pinnacle Health System hospital.
Able to start peripheral IV's and comfortable with CADD pumps and Vista Infusion pumps.
Able to work as a productive and supportive team member to provide excellent patient care and customer service.
- EMR Systems
- Laboratory Experience
- Medication Administration
- Supervising Experience
- Certified Hospice and Palliative Care Nurse
- Phlebotomy

- Employee Orientation

Certifications and Licenses

Registered Nurse (RN)

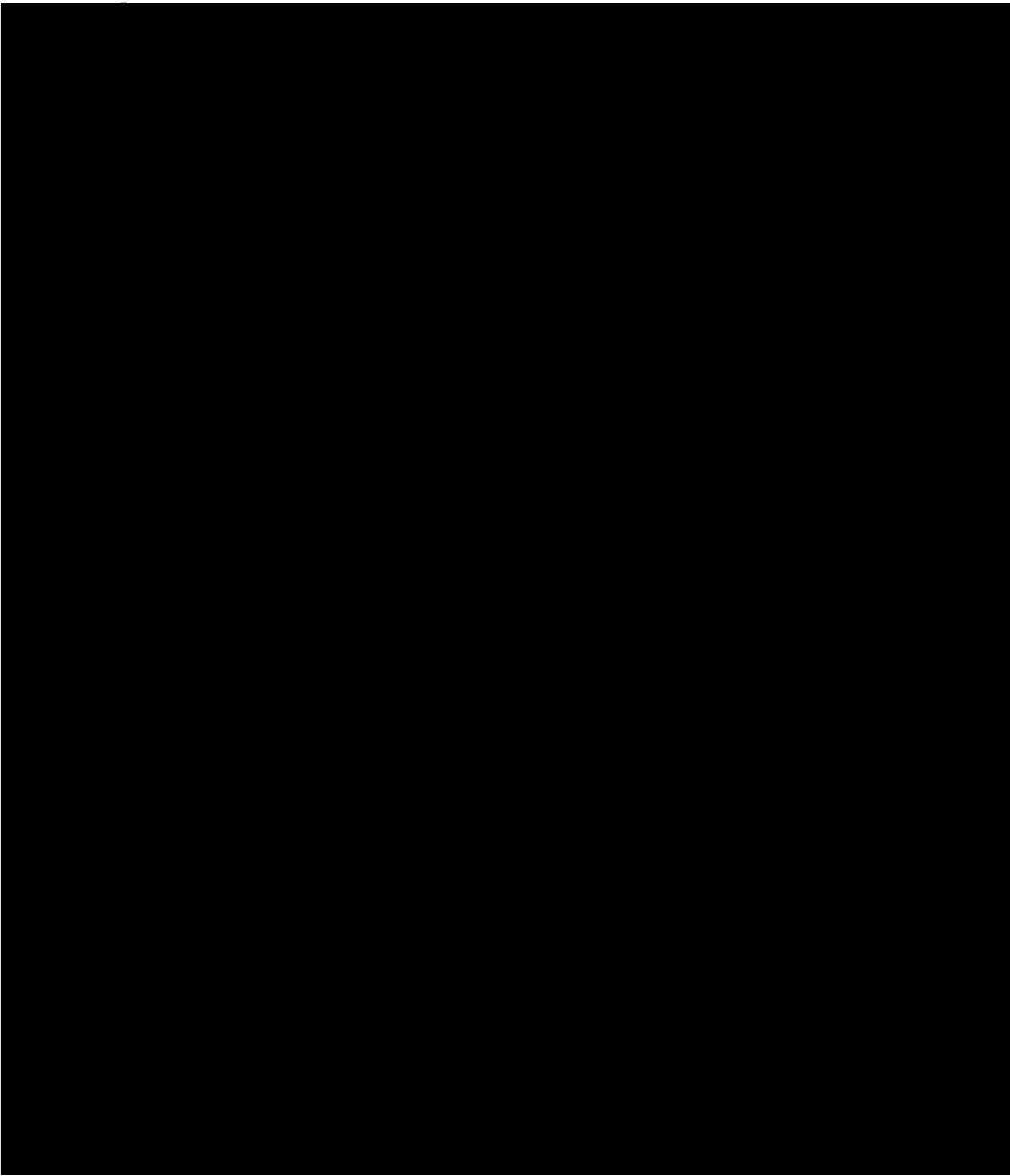
June 2000 to October 2020

Obtained RN license in 2000

Have renewed my CHPN

CHPN

April 2019 to April 2023





BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/11/2021

License Information

[REDACTED]
Board/Commission: State Board of Nursing

LicenseType: Registered Nurse

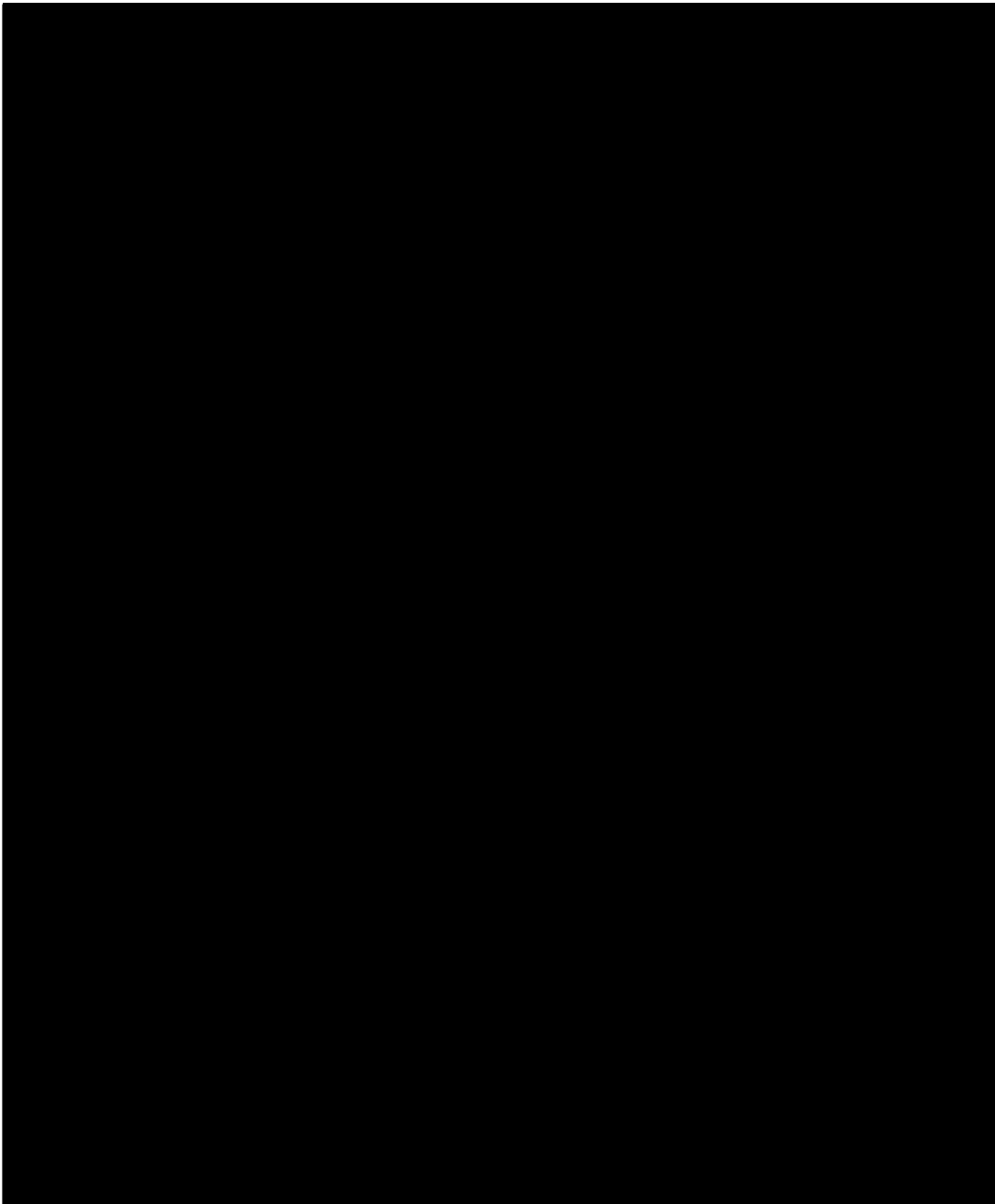
Specialty Type:
[REDACTED]

Status: Active

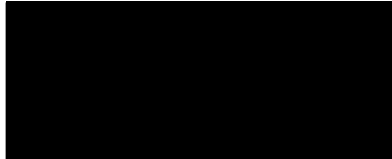
Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



Carol A. Swendsen, RN, BSN, CCM



RN: Jefferson Hospital School of Nursing 1966
BSN: University of Pennsylvania 1971
CCM: 2015

Fifty years of nursing experience:
1990- to present this experience has focused on Workers' Compensation
Sales and Nurse Case Management

Orthopedics
Pain Management

Pittsburgh: Harmarville Rehabilitation now HealthSouth
as a Marketing Manager Outpatient Clinics 1992
Pittsburgh: Territory Manager for Intracorp Rehabilitation Sales and Marketing 1996-1998
Harrisburg: Genex Medical Management Corporation: Territory Manager 1999-2004
Worked in both Sales and as a Nurse Case Manager
Harrisburg: PRISM: Physicians of Rehabilitation Medicine: Director of Services/ Case
Management 2004-2011. Worked closely with physicians, community hospitals, social
workers, attorneys and various other healthcare professionals. Retired in 2011

Working since 2011 as an independent contract medical case manager for 3 different Case
Manager Companies working to assist the companies covering various worker compensation
cases in the Philadelphia, Central Pennsylvania area.

Have advised adjusters and employers on workers' compensation cases and worked toward
case closure. Assisted developing Physician Panels for employers and the insurance
companies. Knowledge of Medical Bill Repricing, Peer Review, IME's, LTD/STD.



Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

CAROL A. SWENDSEN

has met the renewal requirements of approved continuing education as administered under the authority of the Commission for Case Manager Certification and is therefore qualified for continued practice in the field of case management as a

Certified Case Manager (CCM®)

Magelle R. Baker
CHAIR

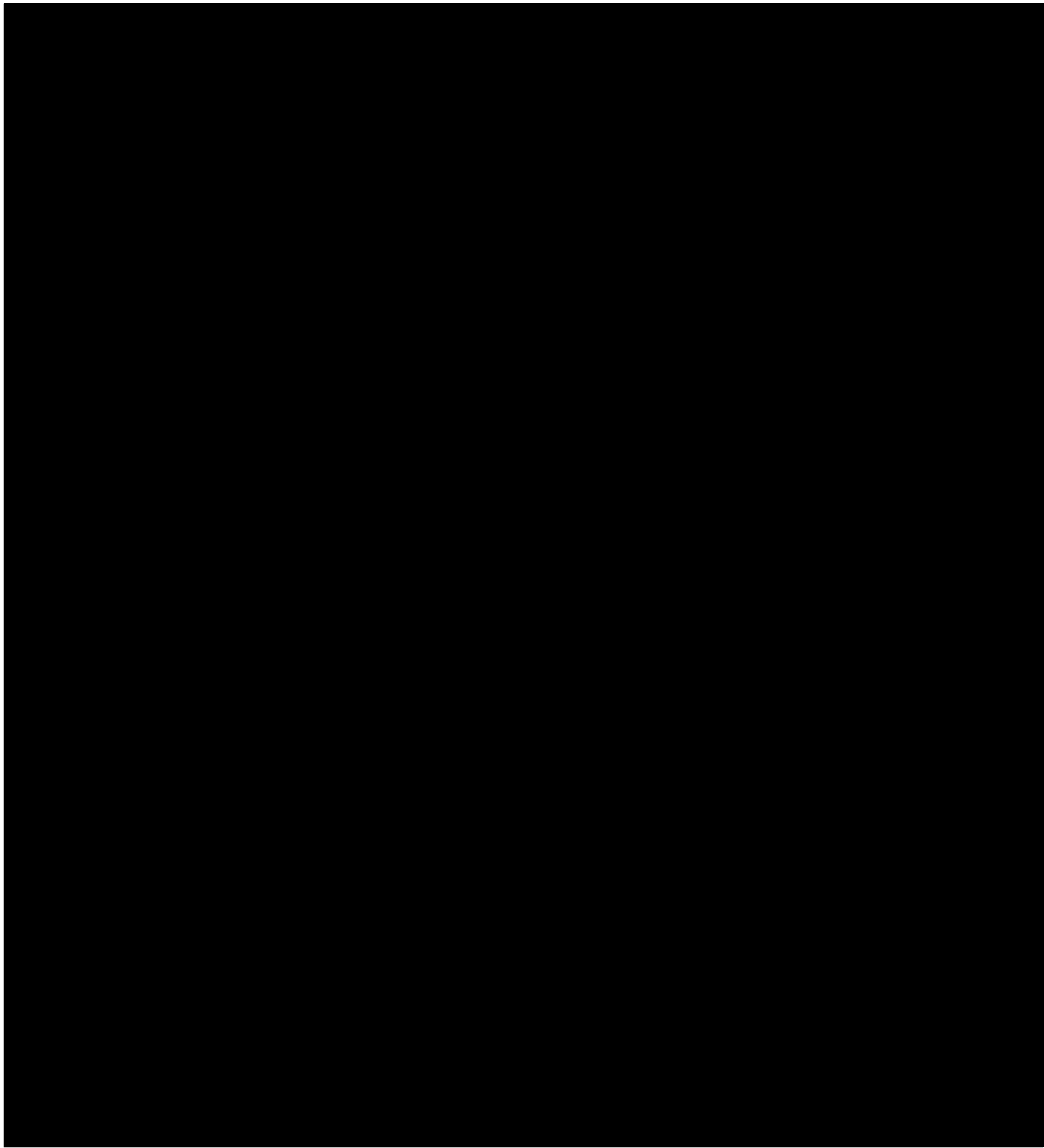
Smilee A. Nelson
SECRETARY

85516

CERTIFICATION NUMBER

6/1/2020 - 5/31/2025

VALID THROUGH



Lacie Tome, RN, BSN
HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

WORK EXPERIENCE

March 2015 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

July 2014-March 2016

PENN STATE HERSHEY REHABILITATION HOSPITAL
Hummelstown, PA

REGISTERED NURSE

- Responsible for caring for patients of all ages, administering medications, inserting IV's, drawing blood, G-tube care, wound care and tracheostomy care
- LVAD certified

October 2013

PSA HEALTHCARE
Reading, PA

REGISTERED NURSE

- Worked as an RN in the home caring for children, administering medicine, seizure precautions and G-tube care

June 2013

TREMONT HEALTH AND REHABILITATION CENTER
Tremont, PA

CHARGE NURSE

- Worked as a Charge Nurse on an acute care unit caring for approximately 25 patients at a time
- Administered medications, wound care and G-tube care
- Attended and received certification in Infusion Therapy

2012

SCHHUYLKILL MEDICAL CENTER

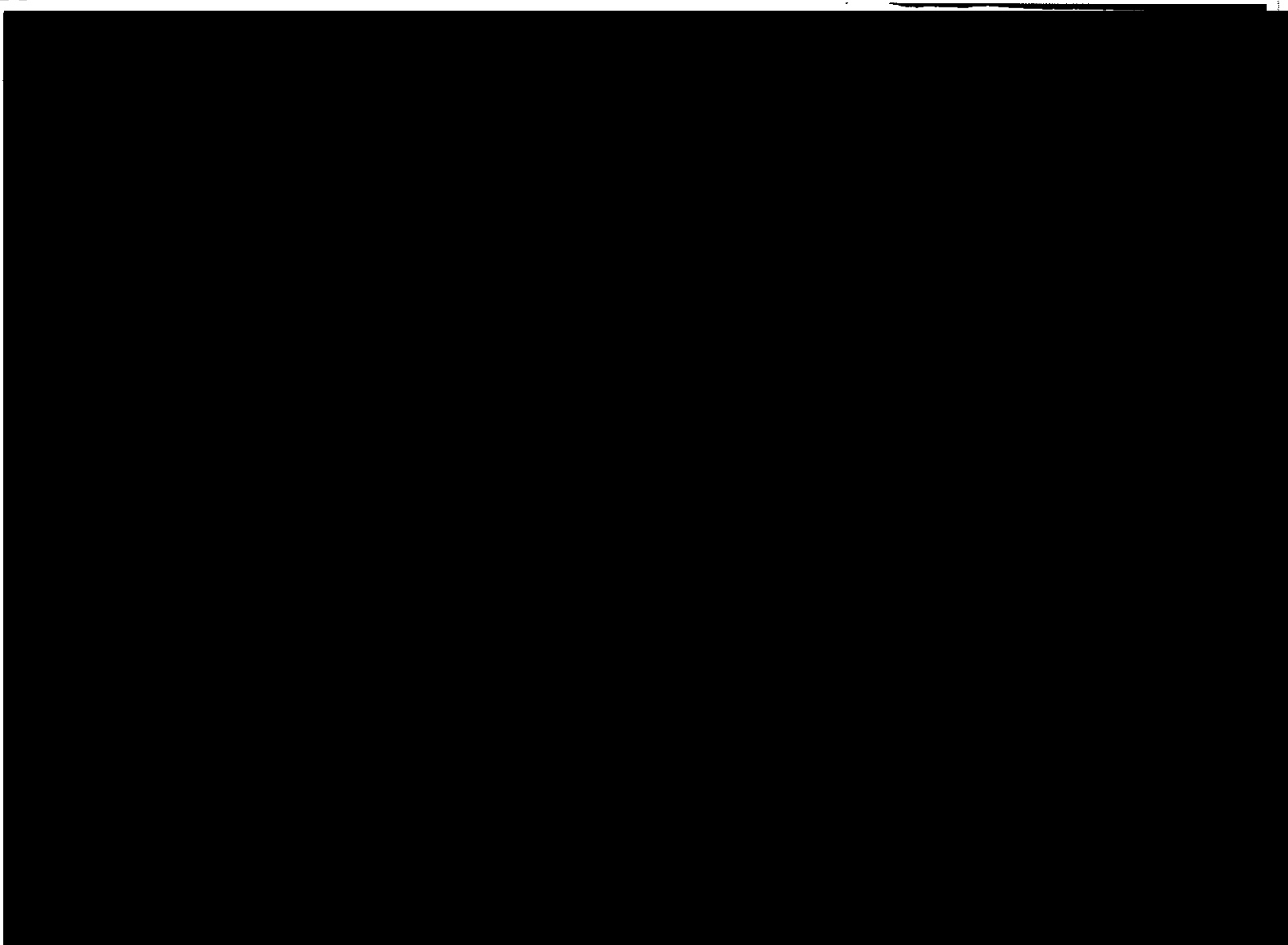
Pottsville, PA

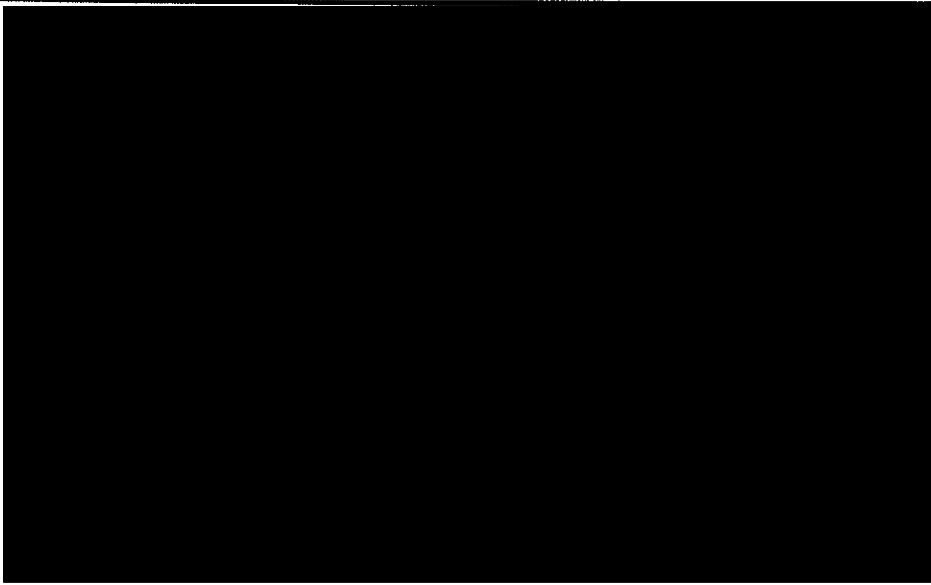
NURSE'S AIDE

- Provided services as a Nurse's Aide on a medical/surgical unit
- Assisted patients with ADLs, obtained vital signs and transferred patients

EDUCATION

Bachelor of Science (Nursing) - Alvernia University- Reading PA





Carin M. Townsend, RN, BSN

WORK EXPERIENCE:

Hoover Rehabilitation Services, Inc., Mechanicsburg, Pa 09/17-present

Registered Nurse, Nurse Case Coordinator – **Medicare Set-Aside Staff**

- Medicare Set-Aside Preparation
- Cost projection reports
- Bill audits
- Medical records review

Geisinger Holy Spirit Hospital, Camp Hill, Pa 02/16-03/18

Registered Nurse, Orthopedics

- Basic nursing care
- Assessments
- IV starts, IV drips
- Delegation to CNA's
- Communication skills
- Computerized charting
- Patient/ family teaching

Holy Spirit Medical Group, Camp Hill, Pa 11/14-02/16

Registered Nurse, Population Health Manager/Case Manager

- Identify high risk patients, transition of care phone calls
- Develop and implement action plan for patients
- Gaps in care
- Implement/support patient centered medical home program within primary care offices
- Communication skills
- Usage of multiple electronic medical records
- Patient/ family teaching

Pinnacle Health, West Shore Hospital, Mechanicsburg, Pa 06/14-11/14

Registered Nurse, Intermediate Care Unit

- Basic nursing care
- Assessments
- IV Medication drips
- Delegation to CNA's
- Communication skills
- Computerized charting
- Patient/ family teaching
- Precepting new employees, charge nurse role

Holy Spirit Hospital, Camp Hill, Pa 03/07-06/14

Registered Nurse, Telemetry and Admissions

- Basic nursing care
- Assessments
- IV starts, IV drips
- Delegation to CNA's
- Communication skills
- Computerized charting
- Patient/ family teaching

- Precepting new employees, nurse externs

Johns Hopkins Hospital, Baltimore, Md 06/06-03/07

Registered Nurse, Medical Progressive Care Unit

- Basic nursing care
- Blood draws, IV starts
- Assessments
- IV medication drips
- Arterial Lines and CVP's
- Computerized charting
- Patient/ family teaching

Pinnacle Health Harrisburg Hospital, Harrisburg, Pa 05/05-06/06

OB Tech, Labor and Delivery Unit

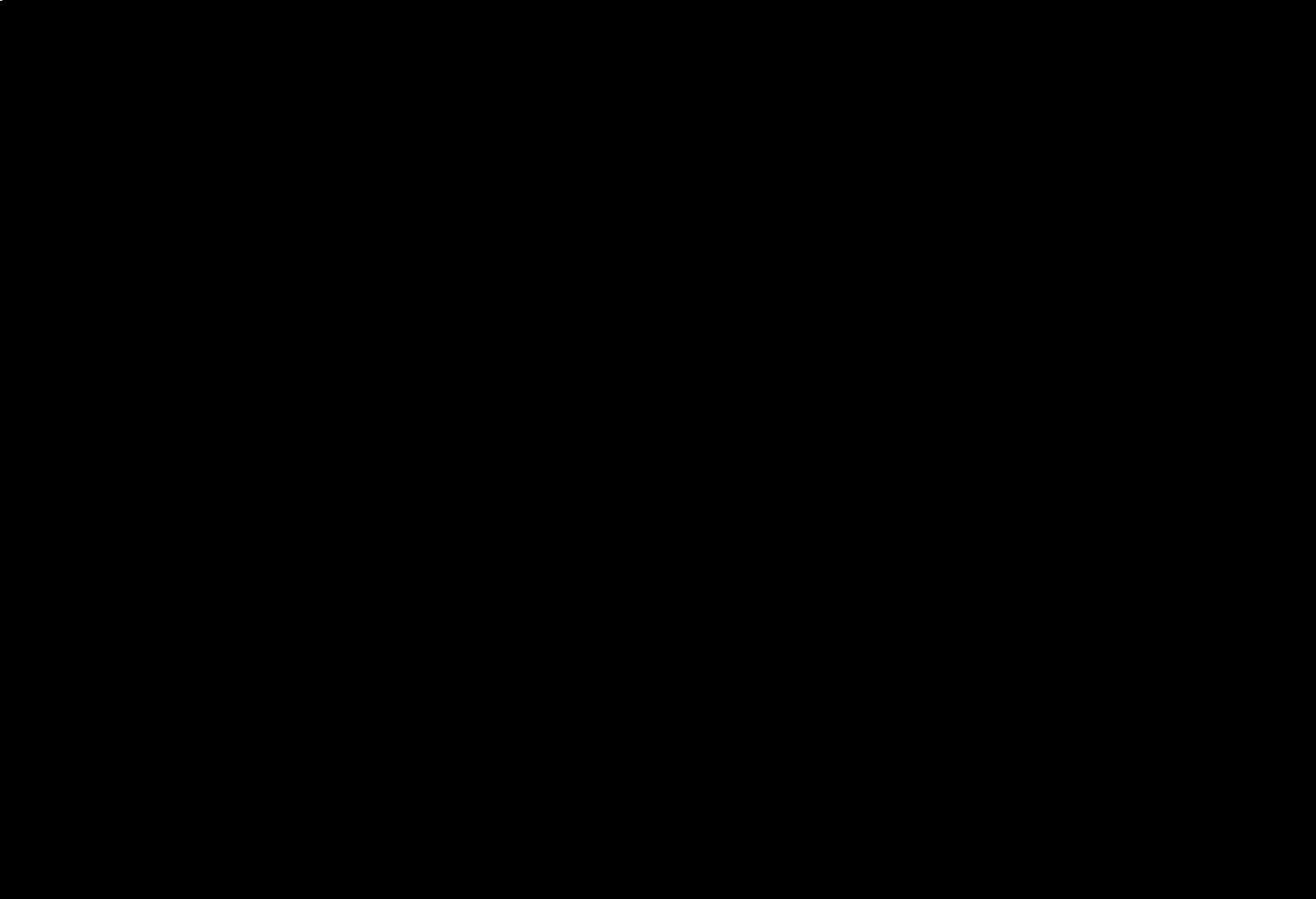
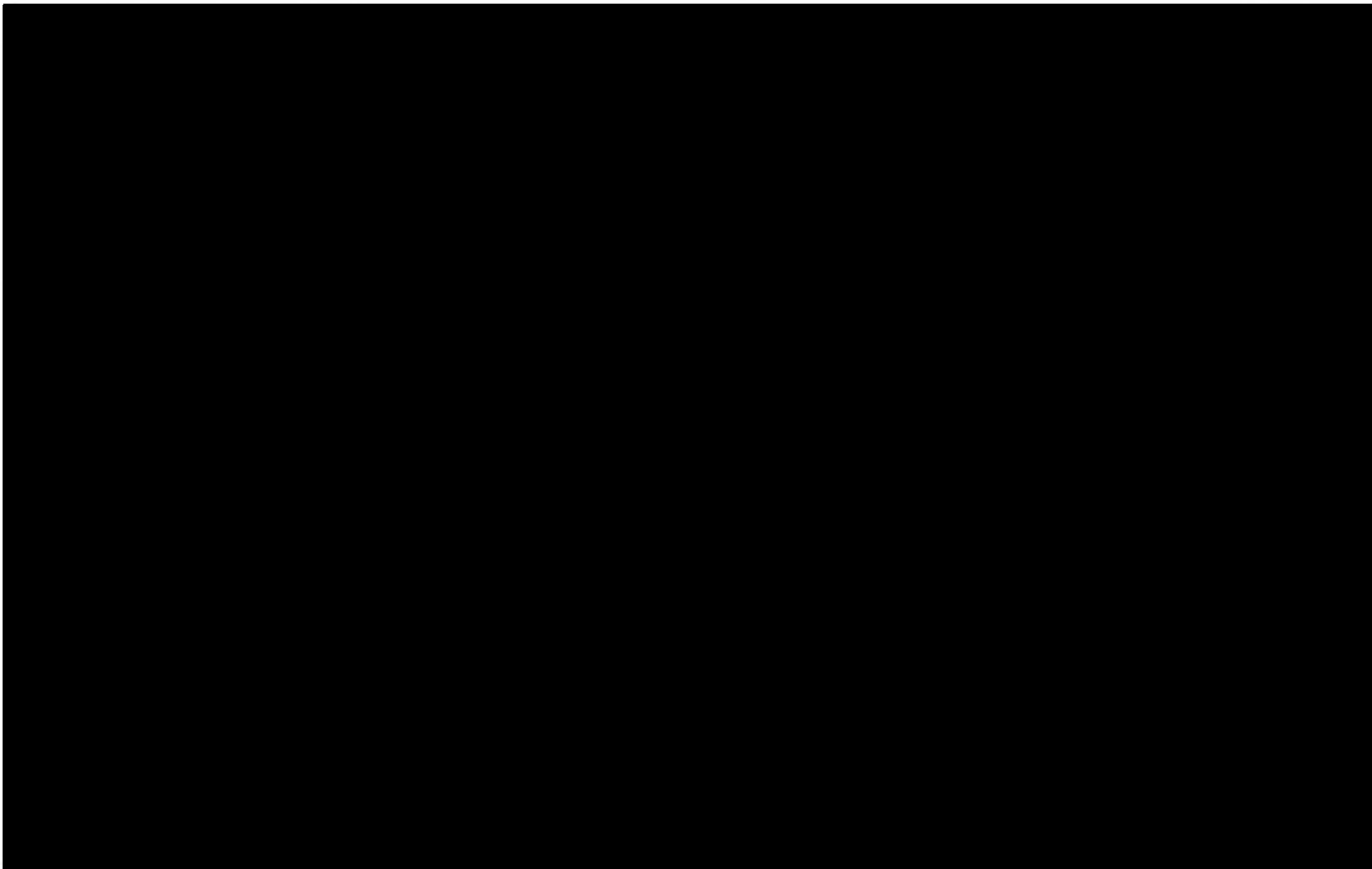
- Scrubbed in for cesarean sections
- Assist RN with vaginal deliveries
- Assist with postpartum care
- Baby care
- Secretarial Roles

EDUCATION : **The Pennsylvania State University**, University Park, Pa
Bachelor of Science in Nursing
Graduation May 2006

ACTIVITIES: Preceptor, Holy Spirit Hospital 5/09-6/14
Relationship Based Care Council, Holy Spirit Hospital 12/08-6/14
Penn State, Mentoring Program 02/05-05/06
Student Nurses Association of Pa 09/03-05/06

SCHOLARSHIP: Mary J. Buchart Scholarship, Harrisburg Hospital 05/05

CERTIFICATIONS: American Heart Association
CPR/AED Health Care Provider (Adult, Child, Infant)
ACLS





Denise B. Wilson RN, CCM

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

2009 - Present

NURSE CASE COORDINATOR

- Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

PROFESSIONAL EXPERIENCE

AGY, Huntingdon, PA

2007 - 2009

Occupational Health Nurse

Job Scope Statement: Responsible for both occupational and non-occupational nursing care of 400 employees.

- Managed employees on Short Term Disability (STD) and Workers' Compensation (WC) resulting in cost reductions in both programs
- Managed "Return To Work" program resulting in a reduction of lost work days
- Maintained OSHA log for compliance purposes
- Collaborated with Safety Manager to ensure a safe work environment and reduce workplace injuries
- Provided medical surveillance of all employees including hearing conservation, pulmonary function testing, drug testing, in order to maintain regulatory compliance
- Worked closely with WC Third Party Administrator resulting in appropriate administration of WC benefits
- Conducted Wellness Programs educating employees on various health topics

CHD Meridian Healthcare, Belleville, PA

2006 - 2007

Health Unit Manager/Occupational Health Nurse CNH America LLC (Plant Closed)

Job Scope Statement: Responsible for both occupational and non-occupational nursing care of 500 employees.

- Managed employees on STD and WC resulting in reduction of WC and STD costs
- Revised "Return To Work" program resulting in a reduction of lost work days
- Maintained OSHA log for compliance purposes
- Collaborated with Safety Manager to ensure a safe work environment and reduce workplace injuries
- Provided medical surveillance of all employees including Hearing conservation, Pulmonary Function testing, Drug testing, in order to maintain regulatory compliance
- Worked closely with WC Third Party Administrator resulting in appropriate administration of WC benefits
- Conducted Wellness Programs educating employees on various health topics

Medical Staffing Network, Hollidaysburg, PA

2004 - 2006

Hollidaysburg Utilization Management Review (UMR)

Job Scope Statement: Responsible for auditing nursing homes to ensure they were complying with state regulations.

- Provided utilization management services for 24 nursing homes, covering 6 counties
- Ensured nursing facilities were compliant with applicable state and federal regulations
- Conducted quarterly reviews of nursing facilities consisting of Minimum Data Set (MDS), Financial (done annually), and Preadmission Screening Review and Evaluation (OBRA)

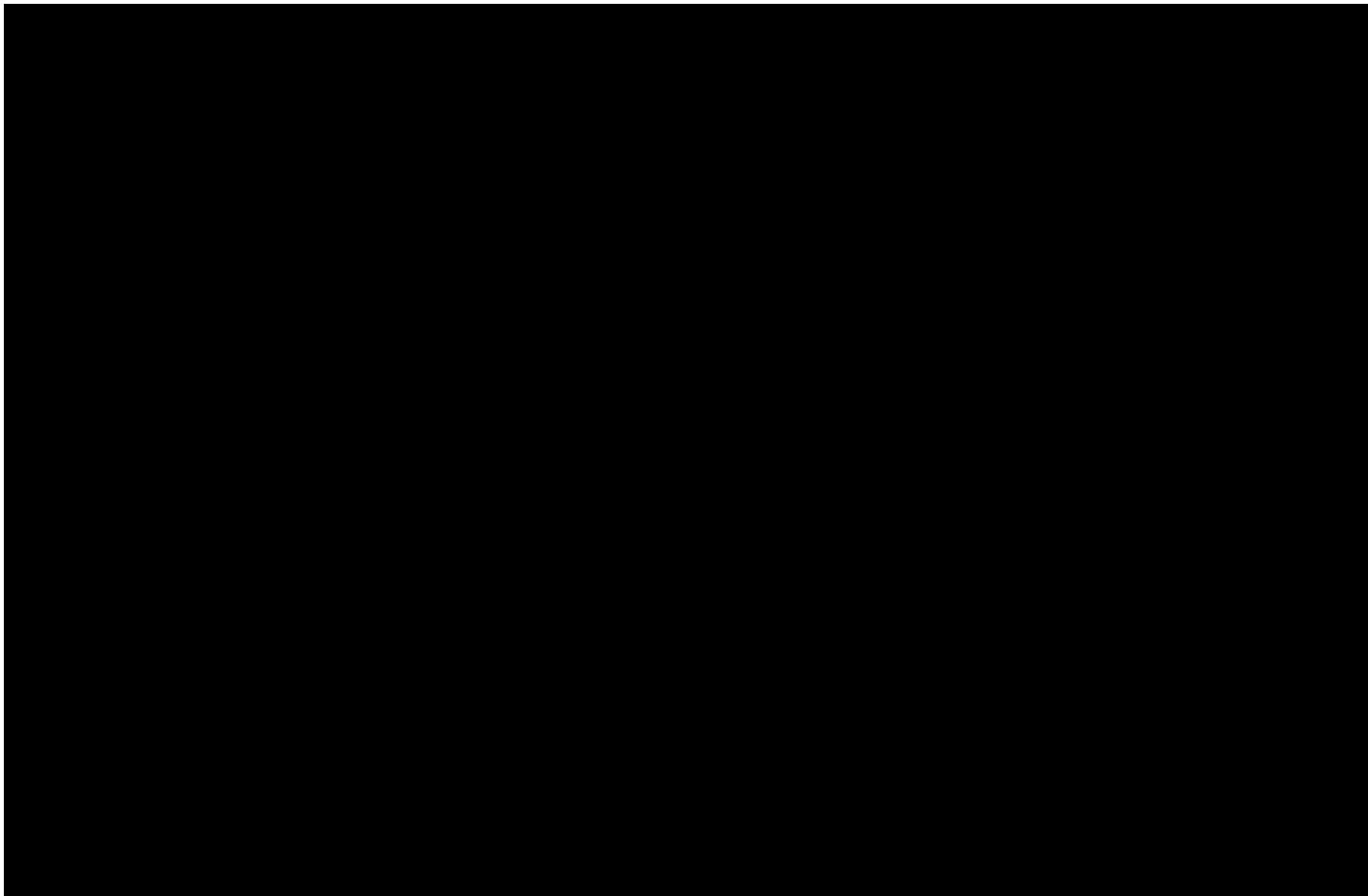
-
- University Park Nursing Center, State College, PA** **2004**
RN Daylight Supervisor
Job Scope Statement: Oversaw care of up to 125 residents.
- Supervised 5 charge nurses (LPN's) and 12 Certified Nursing Assistants
 - Ensured appropriate level of staffing
- Findley Davies, Inc., Toledo, OH** **2002 - 2003**
Health and Disability Benefits Consultant
Job Scope Statement: Assisted employers with the selection of health, life and disability insurances and Employee Assistance Programs to ensure programs met their needs.
- Advised employers on Disability Management and Return to Work Programs
 - Assisted with the writing and development of Request For Proposal's to potential vendors
- Advanced Glassfiber Yarns, LLC, Huntingdon, PA** **1993 - 2002**
Corporate Health Team Leader (1998 to 2002)
Job Scope Statement: Directed Disability Case Management (DCM), Occupational Health, Wellness, Physical Therapy and other health programs for 3 different locations. Promoted from Disability Case Manager to corporate Health Leader for company employing over 1600.
- Responsible for oversight of all Occupational Health programs
 - Administered short and long term disability programs and Workers' Compensation benefits
 - Managed the above benefit programs totaling over several million dollars
 - Led outsourcing of Total Health Team to HealthSouth and planned goals and objectives
 - Led team in identifying bottom line measures for upper management reports and tracking
 - Knowledgeable of FMLA, ADA, and COBRA regulations
 - Participated in the hiring and orientation of new employees
- Disability Case Manager/Wellness Coordinator (1993 to 1998)*
Job Scope Statement: Provided DCM of employees on STD, WC and Modified Work and created/implemented Wellness programs
- Helped develop and implement the DCM and Wellness programs
 - Case managed both occupational and non-occupational illnesses/injuries which resulted in cost reduction of STD and Worker's Compensation
 - Coordinated the Modified Work Program which resulted in a reduction of lost work days
 - Responsible for the development and implementation of many projects (e.g. developing a relationship with the medical community by hosting an open house)
 - Leader of Wellness Advisory Team that created monthly Wellness programs
 - Participated in Safety, Ergonomics, and Disability Task Forces
- Altoona Rehabilitation Hospital, Altoona, PA** **1988 - 1993**
Relief Supervisor/Primary Nurse
- Home Nursing Agency, Huntingdon, PA** **1986 - 1988**
Staff Nurse
- J.C. Blair Memorial Hospital, Huntingdon, PA** **1981 - 1986**
Staff Nurse

EDUCATION

Associate Degree of Science in Nursing, Mount Aloysius Junior College, Cresson, PA

CERTIFICATIONS AND SKILLS

- Certified, Case Management
- Certified, Occupational Hearing Conservationist
- Proficient in Microsoft Office Suite—this includes Word, Power Point, Excel and Access.





Commission for Case Manager Certification

The Commission for Case Manager Certification

hereby certifies that

DENISE B WILSON

*has met the renewal requirements of approved continuing education as administered
under the authority of the Commission for Case Manager Certification
and is therefore qualified for continued practice in the field of case management as a*

Certified Case Manager (CCM®)


CHAIR


SECRETARY

4203011

CERTIFICATION NUMBER

6/1/2017 - 5/31/2022

VALID THROUGH



Jessica Woods



To obtain a position in a reputable and growing organization that has a need for experienced and competent registered nurses. Seeking to secure a position that will allow professional growth that will contribute to the success of the company.

Authorized to work in the US for any employer

Work Experience

Occupation Health Nurse

UPMC

March 2019 to Present

- Covered Hotline Support staff
- Point of contact to support call center nurses for appropriate employee dispositions regarding Covered triage calls.
- After hours employee health Covered response.
- Contact investigations and tracing for UPMC employees under current CDC guidelines.
- Telemedicine nurse triage via UPMC Anywhere Care application.

Occupational Health Nurse

UPMC

August 2017 to March 2019

- Management, coordination, and processing of mobile events driven by Quality Improvement that support UPMC Health plan members to actively participate in preventative care.
- Coordinate In Home Bone Density screening program while utilizing vendors to support staffing, logistics, and processing of all data.
- Actively involved in planning and staffing flu clinics for wellness accounts and community events while tracking data and updating medical records.

Registered Nurse

UPMC

December 2011 to August 2017

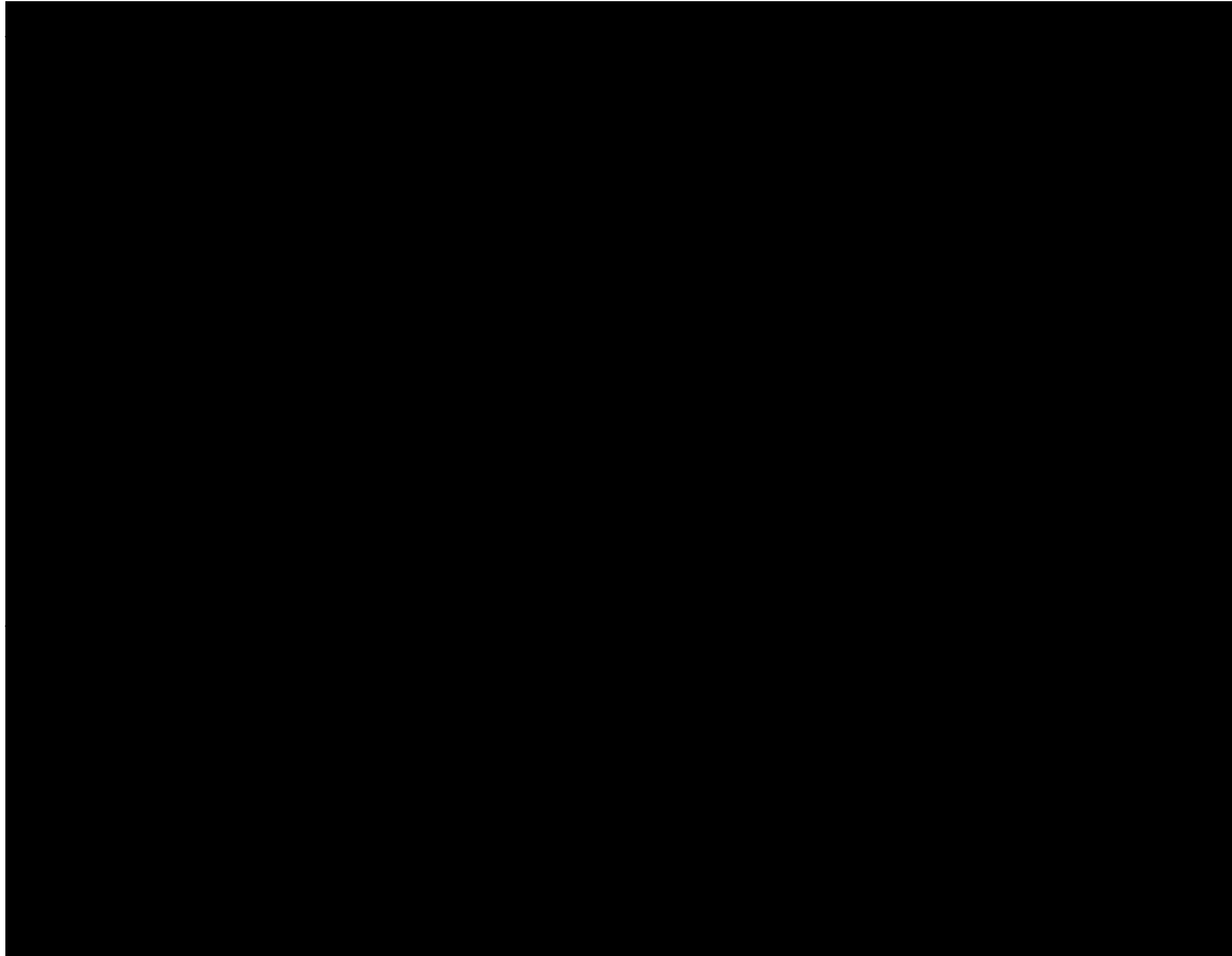
- Management of critically ill patients with life threatening conditions in an ICU setting.
- Skilled in titrating vasoactive, inotropic, antihypertensive, and antiarrhythmic drips.
- Comfortable with ventilated patients with advanced airways.
- Proficient in assessment and management of sepsis and acute respiratory and metabolic syndromes.

Registered Nurse

UPMC

June 2007 to December 2011

- Performed bedside nursing on fast paced cardiac step-down unit.
- Worked closely with pre and post op open heart patients.



7/2 @ 2^{PM}

SF

Susan Yingling

[REDACTED]
To utilize and broaden my knowledge as a Registered Nurse
Authorized to work in the US for any employer

WORK EXPERIENCE

Registered Nurse (Part-Time)

The Villa Personal Care, LLC - Johnstown, PA - 2014-03 - Present

Perform resident assessment, pharmacy coordination, staff training/supervision and medical case management in a 40-bed unit

Registered Nurse (Per-Diem)

Workplace Health - Johnstown, PA - 2012-09 - 2014-12

Administered influenza immunization and performed urine drug screenings on-site for employees of participating industrial businesses and corporations

TEAMHealth, 265 Brookview Centre Way Suite 400, Knoxville, TN 27919

Industrial Nurse/Registered Nurse (Per-Diem)

Homer City Generating Station - Homer City, PA - 2012-05 - 2013-07

- Assessed, treated and referred injured employees for appropriate medical care
- Case managed work-related injuries by coordinating services and working with health care providers to return employees to work

Wellness Director/Registered Nurse

McCullough House - Johnstown, PA - 2010-07 - 2011-08

Managed and coordinated resident assessment, pharmacy coordination, quality assurance program, risk management, regulatory compliance, staff training/supervision and case management of medical care in 40-bed unit

Registered Nurse/School Nurse Assistant

Ligonier Valley School District - Ligonier, PA - 2008-10 - 2010-07

- Provided direct care to 600 students for injuries and acute illness and provided long term management to students with special care needs
- Assessed and treated students, communicated with parents, referred students to physicians, provided and supervised prescribed nursing care

Claims Administrator/Industrial Nurse

FreightCar America - Johnstown, PA - 2000-08 - 2007-09

- Coordinated the management of all work-related claims of injury and illness
- Managed cases of workers' compensation and sick and accident claims
- Developed and coordinated wellness programs for 800 employees
- Created and presented a workers' compensation monthly cost report for the FreightCar America president and vice-presidents

RN Case Manager/Industrial Nurse

Automated External Defibrillator Program (AED) - 2000-03 - 2007-09

- Researched and purchased three Medtronic AEDs for placement at three work site areas
- Administered all employee training, on-going training and maintenance of the AEDs required by the American Heart Association

RN Case Manager/Industrial Nurse

Influenza Vaccination Administration - 1998-11 - 2007-09

Organized and administered the vaccine to 400-500 employees yearly

RN

Influenza Vaccination Administration - 1998-11 - 2007-09

November 1998- September 2007

- Negotiated and coordinated the Johnstown YMCA Membership corporate reimbursement program yearly for management employees

Registered Nurse

Hunter Safety Seminar - 2001-10 - 2001-10

October 2001 • Developed and coordinated program/speakers for employees interested in increasing their knowledge on safety during hunting season

- Speakers included representatives from PA State Fish/ Game Commission, NRA and Lee Hospital Paramedic Department

MD and a representative from New Visions Chemical Dependency Program

Drug and Alcohol - Barto, PA - 2001-05 - 2001-05

- Coordinated seminar for management personnel/supervisors
- Provided information regarding signs and symptoms of employee intoxication/substance abuse
- Speakers included Steve Barto (PA State Police), Dr. Scott Magley, MD and a representative from New Visions Chemical Dependency Program

Registered Nurse

Corporate Health Fair Day - 1999-11 - 2000-11

Developed and coordinated a health fair in conjunction with UPMC Lee Regional Hospital

Industrial Nurse

- 1998-03 - 2000-08

- Assessed, treated and referred injured employees for appropriate medical care
- Case managed work-related injuries by coordinating services and working with health care providers to return employees back to work
- Developed and coordinated wellness programs for all company employees

RN Staff Nurse

Conemaugh Memorial Hospital - Johnstown, PA - 1991-11 - 1998-03

Performed Staff Nurse duties including patient assessment, teaching, implementation of physician orders and cardiac monitor interpretation

RN Staff Nurse

Home Health Department - 1987-08 - 1991-09

Performed Staff Nurse duties including extensive patient and family teaching

RN Staff Nurse

Department of Emergency Medicine - 1985-06 - 1987-08

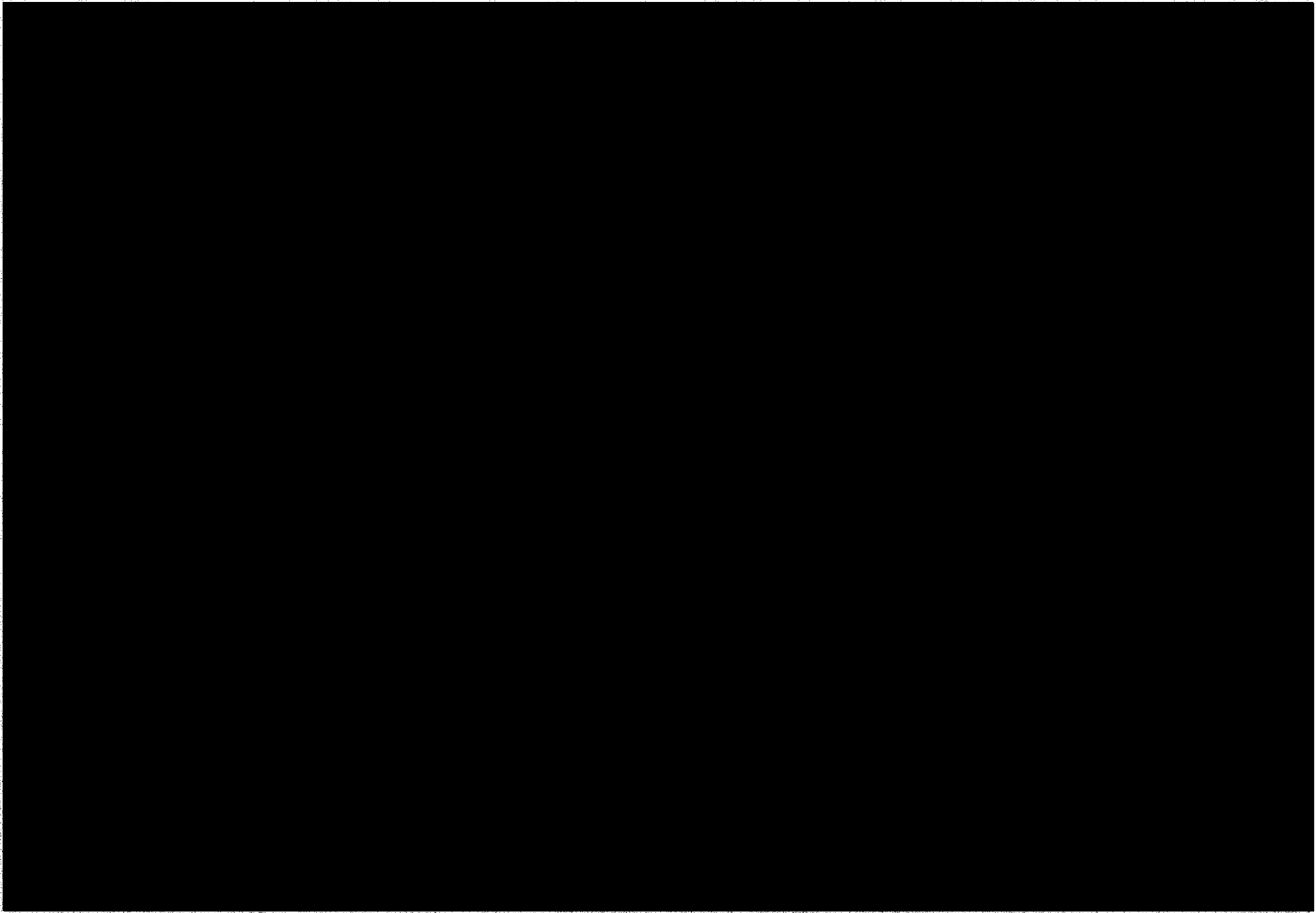
Performed Emergency/Trauma Staff Nurse duties

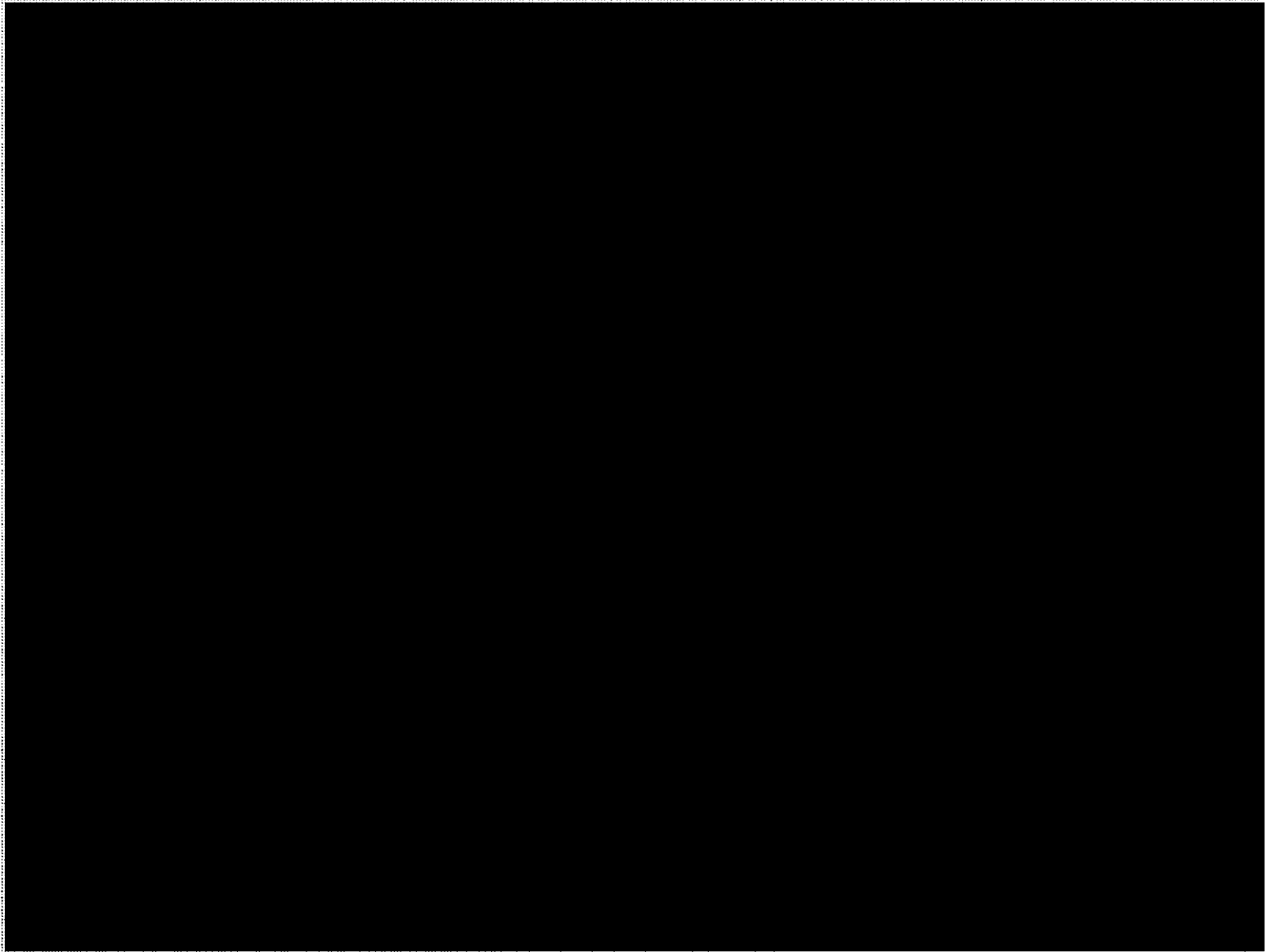
Programs Developed and implemented the following corporate wellness programs for FreightCar America:

EDUCATION

Diploma in Nursing

Conemaugh Memorial Hospital School of Nursing - Johnstown, PA
1985





ADMINISTRATIVE SUPPORT TEAM - Hoover Corporate Office, Mechanicsburg, PA

ADMINISTRATIVE SUPPORT

Diane Curtin

Shaun Mercier

Our vital administrative support team serves our executive, administrative and field nurses through the performance of various administrative and office support activities. They process referrals, produce various correspondence and other communications pieces using various publishing software, and field telephone calls and emails from any number of stakeholders.

BILLING

Matthew Helt

Neila Swidersky

Our billing department personnel compile and prepare customer charges; compute itemization of invoices with total cost due; proofread medical and vocational reports; and assist customers with billing questions.



DIANE CURTIN

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg PA 17050
Phone: 717.728.5502 Fax: 717.728.5512

CURRENT EMPLOYMENT

October 2005 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

November 2008 to Present

Administrative Support Team

- Perform administrative and office support activities for multiple supervisors
- Process referrals, produce various correspondence and other communications pieces using various publishing software, field telephone calls

October 2005 to November 2008

Medical Review Processor

Under direct supervision, meet daily production quotas in analyzing and processing medical invoices in accordance with prevailing fee schedule/UCR guidelines; efficiently reprice and direct incoming bills by analyzing bill payments based on guidelines of prevailing fee schedule; accurately and efficiently code medical bills into repricing database; review medical fee and other supporting documentation for appropriate use of CPT and ICD-9 codes/fee schedules; may review screens, including duplication and prior authorization verification, and other resource materials to determine appropriate reimbursement of billed services; flag any problem bills for review by supervisor.

FORMER EMPLOYMENT

2001 to September 2005

WARRICK PHARMACEUTICALS (A DIVISION OF SCHERING-PLOUGH)
Union, NJ

Administrative Assistant for the Vice President of Sales and National Sales Directors

Performed all administrative and secretarial functions for vice president of sales and three national sales directors; duties included handling all customer correspondence; receiving telephone calls; typing all documents, faxes and emails; maintaining account information files; archiving department files; maintaining calendars and making travel arrangements for direct reports; inputting and tracking expense reports; updating and maintaining spreadsheets for finance department to track expense report charges; sent monthly discount promotions to specified accounts; handled all requests for new and updated certificates of insurance; responsible for registration, approval, flow and tracking of sponsorship and trade show agreements; handled all department check requests; ordered all department office supplies; sorted, dated and distributed department mail.

1991 to 2001

GRAVER WATER SYSTEMS, INC.
Cranford, NJ

1994 to 2001

Administrative Assistant, Operations/Transportation Departments

Performed all administrative and secretarial functions; reported directly to purchasing manager, quality assurance manager, transportation manager and senior project leader; duties included handling all communications for department personnel; typed all correspondence; shipped documentation for both domestic and export jobs; generated monthly reports and input order requisitions and documentation; set up communication system between outside warehouse and main office; implemented new export documentation forms and tracking system. From 1991 to 1994, served as a secretary in the sales and marketing department.

DIANE CURTIN
CONTINUED

1984 to 1991
GEORGIA KAOLIN CO., INC.
Union, NJ

Traffic Coordinator, Accounts Payable and Order Entry Clerk

EDUCATION

1981 to 1984
RUTGERS UNIVERSITY
New Brunswick, NJ

Completed three years of an undergraduate program in English/Education.

1981
HILLSIDE HIGH SCHOOL
Hillside, NJ

Graduate

MATTHEW HELT

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg PA 17050

Phone: 717.728.5502 Fax: 717.728.5512

CURRENT EMPLOYMENT

2001 to Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

2008 to Present

BILLING DEPARTMENT COORDINATOR/ADMINISTRATIVE SUPPORT SERVICES

Compile and prepare customer charges. Compute itemization of invoices with total cost due. Proofread medical and vocational reports. Assist customers with billing questions.

2001 to 2008

MEDICAL BILL REVIEW PROCESSOR

Under direct supervision, meet daily production quotas in analyzing and processing medical invoices in accordance with prevailing fee schedule/UCR guidelines; efficiently reprice and direct incoming bills by analyzing bill payments based on guidelines of prevailing fee schedule; accurately and efficiently code medical bills into repricing database; review medical fee and other supporting documentation for appropriate use of CPT and ICD-9 codes/fee schedules; may review screens, including duplication and prior authorization verification, and other resource materials to determine appropriate reimbursement of billed services; flag any problem bills for review by supervisor.

FORMER EMPLOYMENT

2001 to 2003

MI METALS
Millersburg, PA

Paint Line Foreman

Supervised nine-person crew in daily production of paint line; supervised daily and weekly production meetings consisting of weekly order projections and on-time deliveries; performed daily quality control inspections and handling/treatment of hazardous materials.

2000 to 2001

ROADWAY EXPRESS
Carlisle, PA

Freight Clerk

Organized and distributed bills of lading for outgoing and incoming freights at Carlisle, PA terminal.

1999 to 2000

HOLIDAY INN
Mechanicsburg, PA

Security Officer

Monitored property to ensure guest safety; handled disputes in hotel and adjacent nightclub. Worked during internship with Mechanicsburg Police Department, Mechanicsburg, PA. In this capacity, accompanied and observed police officers as they performed public safety duties.

EDUCATION

1994

CEDAR CLIFF HIGH SCHOOL
Camp Hill, PA

Graduate

Shaun Mercier

WORK EXPERIENCE

January 2014 to Present

HOOVER REHABILITATION SERVICES, INC.

1970 Technology Parkway, Mechanicsburg, PA 17050

Administrative Assistant

- Perform administrative and office support activities for multiple supervisors
- Process referrals, produce various correspondence and other communications pieces using various publishing software, field telephone calls
-

December 2013 – January 2014

Commonwealth of Pennsylvania –PEMA

Harrisburg, PA

Clerical Support

- Processing all required documents related to current disasters, maintaining current comprehensive project files and maintaining the required databases and spreadsheets needed to track projects.
- Assist with development of grant award notification letters and follow up correspondence.

November 2012 – December 2012

EMKA, INC

Middletown, PA

Sales Assistant

- Responsible for customer accounts by servicing inbound and outbound calls.
- Also assist manager with General Ledger, accounting transfers, purchase orders and inventory.

November 2007 – November 2012

Drayer Physical Therapy

Mechanicsburg, PA

Physical Therapy Technician

- Responsible for assisting patients with exercises. Maintain the clinic's filing system, patient reports to doctors and stock reports.
- Following the proper QA requirements for patients medical charts.

Shaun Mercier
Work Experience Continued

April 2007 – September 2007

DriveKore
Mechanicsburg, PA

Receiving Coordinator

- Responsible for data entry, receiving and shipping, inventory and forklift operation.

October 2006 – December 2006

TFP Data Systems
Mechanicsburg, PA

Laborer

- Responsible for shipping and inventory.

June 2005 – August 2006

Empire Medicare Services
Claims Processing Intern

- Developed computer projects, provided data entry, distributed mail, and prepared claims.

EDUCATION

2010
HARRISBURG AREA COMMUNITY COLLEGE
Harrisburg, PA

Associate in Arts, General Studies

2003
CEDAR CLIFF HIGH SCHOOL
Camp Hill, PA

Diploma

Neila Swidersky

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050

Phone 717.728.5502 Fax 717.728.5504

CURRENT EMPLOYMENT

April 2002 – Present

HOOVER REHABILITATION SERVICES, INC.
1970 Technology Parkway, Mechanicsburg, PA 17050

BILLING DEPARTMENT COORDINATOR/ADMINISTRATIVE SUPPORT SERVICES

Compile and prepare customer charges. Compute itemization of invoices with total cost due. Proofread medical and vocational reports. Assist customers with billing questions.

FORMER EMPLOYMENT

August 1979 – April 2002

ONE BEACON INSURANCE
Camp Hill, PA

January 1998 – April 2002

INSURANCE PLAN CENTER OPERATIONS SUPERVISOR

Assisted manager in development and administration of annual budget, including administrative and salary expenses; compiled monthly budget analysis and variance justifications; supervised daily operation of underwriting and support departments; hiring and discharges; work quality and turnaround time maintenance.

November 1982 – January 1998

IPC UNDERWRITING SERVICES SUPERVISOR

Managed daily operations of rating, coding and data entry; monitored workflow and solved production problems; supervised conversion from manual processes to automated systems; worked in conjunction with programmers and system engineers on system upgrades, installation and problem resolution; trained staff on system use; initiated cross-training program to increase staff efficiency; monitored work quality and turnaround time.

OTHER POSTIONS WITH THIS EMPLOYER

RATING/CODE UNIT LEADER

RATING UNIT LEADER

RATER

RATER TRAINEE

EDUCATION/PROFESSIONAL DEVELOPMENT & TRAINING

BLOOMSBURG UNIVERSITY
Bloomsburg, PA

Major: Elementary Education

BISYS/Pictorial courses

Commercial Union Supervisory Course, Levels 1, 2 & 3

IIA Insurance 21 and 23

CURRICULUM VITAE

CATHLEEN B. FITZPATRICK

EDUCATION:

Saint Mary's College Notre Dame, Indiana	May 2002
B.A., Psychology and History	
Pennsylvania State University Harrisburg, Pennsylvania	Spring 2007
M.Ed., Health Education	October 2007

Credentials:

Verification of Qualification as a Vocational Expert –
Department of Labor & Industry – 34 PA Code
123.202.

October 2007 – Board Certified Professional Counselor
(BCPC) American Psychotherapy Association
Springfield, MO
Member ID: 9050

EMPLOYMENT EXPERIENCE:

9/09 to Present	<u>Hoover Rehabilitation Services, Inc.</u> Mechanicsburg, PA
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Vocational Specialist: Provide counseling and placement services to individuals injured in work-related accidents. Perform vocational evaluations and develop rehabilitation plans. Provide counseling and case management services. Coordinate efforts with insurance personnel, physicians, attorneys, and other various professionals and service providers. Perform job analyses and suitability assessments. Conduct job placement with prior or alternate employers.

Reed H. Galinac

Hoover Rehabilitation Services, Inc.
1970 Technology Parkway, Mechanicsburg, PA 17050
Phone 717.728.5502 Fax 717.728.5504

CURRENT EMPLOYMENT

November 1990 – Present

HOOVER REHABILITATION SERVICES, INC.
205 House Avenue, Camp Hill, PA 17011

1994 - Present

Communications Manager

Performs various aspects on in-house communications, including desktop publishing; working as part of team, creates information pieces for varied corporate purposes; provides marketing support; maintains company website; assists in

1992 - 1993

VOCATIONAL SPECIALIST

- Utilizing the VDARE process, assessed the employability of individuals who have been injured on the job and submitted reports and made recommendations to insurance companies based on assessment.

EDUCATION

Temple University – Harrisburg Center
Harrisburg, PA

Master's Degree candidate, Journalism

Slippery Rock University of Pennsylvania
Slippery Rock, PA

Bachelor of Science – English, Writing (6/90)
Graduated Summa Cum Laude

AFFILIATIONS & HONORS

Member, Kappa Tau Alpha, National Honor Society in Journalism and Mass Communication, April, 1995
President, Alpha Lambda Chapter, Phi Eta Sigma, National Freshman Honorary, 1988-89
Recipient, Mei-Ping Cheng Memorial Scholarship, 1990
Recipient, Louise Kelly-Woodling Memorial Scholarship, 1989

SUBCONTRACTOR RESUME

Kathleen S. Sweeney, MA, CRC, CDMS, CCM

Health Options & Management Services, Inc.
1970 Technology Parkway, Suite 100, Mechanicsburg, PA 17050
Phone 717.728.5511 Fax 717.728.5510

CURRENT EMPLOYMENT

1997 – Present

HEALTH OPTIONS & MANAGEMENT SERVICES, INC. (HOMS)
Mechanicsburg, PA

HUMAN RESOURCES MANAGER/ REHABILITATION SPECIALIST

- Responsible for all aspects of human resources management, including but not limited to payroll and employee benefits administration. Responsible for all aspects of vocational rehabilitation and disability case management, duties include active case management and supervision of professional staff in the implementation of rehabilitation services.

FORMER EMPLOYMENT

1980 -1997

HOOVER REHABILITATION SERVICES, INC.
Camp Hill, PA

1988 – 1997

HUMAN RESOURCES MANAGER

- Responsible for all aspects of human resources management, including but not limited to payroll and employee benefits administration.

1980 – 1988

REHABILITATION COUNSELOR

- Responsible for all aspects of vocational rehabilitation provided by Hoover to persons disabled in industrial or automobile accidents. Duties included active case management and supervision of professional staff in the implementation of rehabilitation services. Administered a battery of aptitude, interest, and achievement tests, and regularly conduct employment readiness seminars. Routinely instructed clients on various job-seeking skills, such as resume preparation, the application completion process, and interpersonal and interviewing skills. Performed job and videotape analyses. Regularly conducted comprehensive vocational evaluation and employability assessments and perform job development and labor market surveys. Provided vocational testimony.

EDUCATION

SAINT FRANCIS COLLEGE

Loretto, PA

Master of Arts, Personnel Administrator/Labor Relations, 1992

SHIPPENSBURG STATE COLLEGE

Shippensburg, PA

Bachelor of Arts, Social Services, 1980

CREDENTIALS

CRC – Certified Rehabilitation Counselor, 1989

CDMS – Certified Disability Management Specialist, 1986

Verification of Qualification as a Vocational Expert – Department of Labor & Industry – 34 Pa. Code § 123.202.

AFFILIATIONS

National Association of Rehabilitation Professionals in the Private Sector (NARPPS)

SUBCONTRACTOR RESUME

Sean A. Malakin

Health Options & Management Services, Inc.
1970 Technology Parkway, Suite 100, Mechanicsburg, PA 17050
Phone 717.728.5511 Fax 717.728.5510

CURRENT EMPLOYMENT

2000 – Present

HEALTH OPTIONS & MANAGEMENT SERVICES, INC.

IT AND WEBSITE ADMINISTRATOR

- Responsible for all EDI information exchange between various state jurisdictional offices. Provides administrative support services to staff. Oversees daily operations and coordinates ongoing and new projects. Provides support to website design and maintenance. Directs installation, upgrade, and maintenance of servers in HOMS network. Install various applications and system software. Other duties related to information management systems.

7/96 – Present

HEALTH OPTIONS & MANAGEMENT SERVICES, INC.

Camp Hill, PA

VOCATIONAL SPECIALIST

- Job development via computer formal and electronic communications. Access established job bank for additions, deletions, changes, and inquiries.

FORMER EMPLOYMENT

November, 1990 – July, 1996

HOOVER REHABILITATION SERVICES, INC.

Camp Hill, PA

REHABILITATION SPECIALIST

- Responsible for repricing hospital, physician, and prescription drug bills for both inpatient and outpatient services.

January, 1990 – November, 1990

HOOVER REHABILITATION SERVICES, INC.

Camp Hill, PA

JOB DEVELOPER

- Responsible for all aspects of job development for Hoover. Duties included personal contact and follow-up with prospective employers and case management.

SUBCONTRACTOR RESUME

Renee Mera

Health Options & Management Services, Inc.
1970 Technology Parkway, Suite 100, Mechanicsburg, PA 17050
Phone 717.728.5511 | [REDACTED]

CURRENT EMPLOYMENT

April 2018 – Present
HEALTH OPTIONS & MANAGEMENT SERVICES, INC.
Mechanicsburg, PA

FIELD NURSE CASE COORDINATOR/WORKERS' COMPENSATION RN

Interview, initiate and provide a rehabilitation plan of care to injured/disabled individuals; collaborate with other rehabilitation professionals to provide appropriate physical care; monitor care being provided to ensure adequacy and cost-effectiveness; conduct job analyses and meet with employers for the purpose of creating a job/position suitable for the individual within physical requirements imposed by the physician.

MOST RECENT PRIOR EMPLOYMENT

February 2018 to April 2018
MOUNTAIN TOP HEALTHCARE AND REHABILITATION
Mountain Top, PA

ASSISTANT DIRECTOR OF NURSING

September 2014 to February 2018
MAXIM HEALTHCARE SERVICES
York, PA

EDUCATION/LICENSURES

REGISTERED NURSE
PENNSYLVANIA

Valid through October 2019

August 1991 to June 1993
ANNE ARUNDEL COMMUNITY COLLEGE
Arnold, MD

Associate's Degree in Nursing

BLS/CPR
Valid through February 2020

ACLS
Value through January 2020

SUBCONTRACTOR RESUME

TAWANDA B. HUFF

EXPERIENCE:

Absolute Staffing & Consulting Solutions, LLC

April 2006 – Present

Westminster, Maryland

President/CEO

Primary duties include day-to-day operations such as: marketing, claim oversight, risk management services, recruiting, managing, sales and training. Responsible for managing the Mid-Atlantic field operations. Conduct weekly client visits to ensure customer satisfaction. Review all correspondence for the region. Conduct quarterly audits for quality assurance purposes. Provide oversight management of workers compensation and liability claims for customers. Train new liability and workers compensation adjuster coming into the business for clients. Prepare monthly benchmark reports, loss runs and status reports.

ACE/ESIS

February 2005 – March 2006

Columbia, Maryland

WC Manager

Duties included the direct supervision of fifteen associates handling workers compensation claims to include one assistant claim specialist that provides direct support to myself. Responsible for writing performance evaluations, conducting file audits, coaching, mentoring and providing ongoing training. Ensured associates provided timely claim service and comply with the client service plan for each account. Coordinates and attend client service visits; manages the unit workload by controlling volume and cost of work assigned to associates. Responsible for all staffing, budgeting, terminations, productivity for the office, report to Claim Manager in Wilmington, DE. Current payment and reserve authority up to \$250,000. Provide weekly and monthly reports to sister office. Conduct comprehensive file reviews weekly.

AIG Claim Services

March 2004 – January 2005

Hunt Valley, Maryland

Senior Claim Examiner III

Managed a caseload of 215 serious/perm total lost time claims. Position requires authorizing medical procedures and prescriptions. Work closely with insured to develop and implement return to work programs. Oversee nurse case managers work products and give authority to refer the same. Work closely with defense counselors to resolve claims. Participate in pre-trial settlement conferences and mediations. Conduct file reviews with employers and brokers. Refer files to SIU when appropriate and monitor the results.

Guilford Pare, Ltd.

May 2001 – February 2004

Baltimore, Maryland

Senior Injury Manager/Consultant

Apply proactive case management techniques to contain, resolve and conclude assigned cases to meet the financial goals of clients by rapidly responding to new injuries and aggressively managing existing cases. Establish and maintain good working relationships with client Injury Managers and/or insurance company adjusters. Provide meaningful teaching, and coaching on a daily basis to develop client Injury Managers in the GuilfordPare methodology on specific cases and on lessons learned from closed and successfully contained claims. Provide internal and external customers with meaningful updates on progress toward achieving mutual goals through informal discussions and formal presentations. Developed and managed the companies managed care and legal networks.

SUBCONTRACTOR RESUME

Gates McDonald

March 1999 – May 2001

Towson, Maryland

Claim Supervisor

Duties included the direct supervision of eight associates handling workers compensation and general liability claims. Wrote performance evaluations, conducted file audits, coached, mentored and provided ongoing training. Ensured associates provided timely claim service and complied with the client service plan for each account. Coordinated and attended client service visits; managed the unit work load by controlling volume and cost of work assigned to associates. Assisted the Claim Manager with personnel issues such as, service complaints, monthly reporting and general problems that surfaced day-to-day.

Injured Workers Insurance Fund

February 1996 – February 1999

Towson, Maryland

Claim Supervisor

Duties included the direct supervision of six permanent claim representatives and over twenty temporary claim representatives. Wrote performance evaluations, conducted file audits, mentored/coached, and trained new claim representatives. Conducted monthly client service visits. Administered claim seminars to policyholders on the behalf of the claims department. Ensured that the unit provided timely claim service and complied with sound claim handling techniques within statutory and regulatory requirements. Managed the unit workload by controlling volume and cost of work assigned to various levels of claim representatives.

Injured Workers Insurance Fund

January 1995 – February 1996

Towson, Maryland

Representative Claim

Duties included managing personal caseloads (approx. 650): filed documents with the Maryland Workers Compensation Commission and negotiated settlements. Monitored, controlled, initiated, and updated files accordingly; coordinated medical authorizations and medical case management; worked closely with Defense Attorneys to provide adequate defenses and resolutions to claims; investigated large complex claims; followed sound claims handling techniques in accordance with company claim philosophy and quality assurance standards. Reviewed all relevant claim data, evaluated claims, determined coverage and compensability. The Maryland Workers Compensation Act, and IWIF required documented files with necessary reports, investigative notes, and other data. Provided the appropriate levels of service to agents and policyholders. Took the appropriate action to respond and resolve complaints and problems.

Crawford and Company

February 1991 – January 1995

Baltimore, Maryland

Casualty Adjuster

Duties included adjusting workers compensation claims, reporting to the proper authorities (Administrative Service Units) and negotiating settlements. Assigned claims to outside defense firms for legal representation. Worked closely with Defense Attorneys to resolve claims. Dictated reports and filed state documents with the Maryland Commission. Monitored, controlled, initiated and updated workers compensation and general liability claim files (approx. 150) daily. Coordinated medical authorization and case management on the appropriate claims.

*****United States Army Reserve & National Guard**

November 1998 – March 1998

Safety Officer, Family Support Officer, S-1 (Rank 1Lt Transportation Corp)

Units: ***Secret Clearance (Active)

2122nd Support Group

3115th Army Reserve

320th National Guard

The College of William and Mary

November 1989 – February 1991

Williamsburg, Virginia

Security Guard/Full time Student (Christopher Newport University)

Duties included issuing parking citations to motorists. Assisted motorist with minor vehicle problems. Controlled special events parking and assisted Campus Police in emergency situations. Supervised three-five parking assistants.

SUBCONTRACTOR RESUME

ITT/Felec Services

April 1989 – October 1989 Sondrestrom Air Base, Greenland

Senior Executive Assistant

Maintained records on a daily basis to prepare for monthly reports for all Dew East funds. Prepared subsistence request for all DYE sites. Processed Necessity Store request to Base Exchange, extended prices and forwarded reports to PHQ Hampton, Virginia. Prepared travel orders for all employees (American and Danish) both at Sondrestrom and DYE sites. Handled the processing of new employees. Telexed all messages to FEI PHQ, Hampton, Alaska and Canadian personnel; monitored initial security, overseas and COMSEC (communication system) briefings. Established and monitored weekly, monthly, and annual suspensions. Conducted initial security briefings and debriefings to all applicable personnel. Issued and monitored access cards to company controlled areas. Inventoried classified holdings, prepared and processed security clearance change documents. Distributed all U.S mail to the DYE sites.

EDUCATION AND TRAINING:

Christopher Newport University, Newport News, VA
Bachelors of Science & Governmental Administration

United States Army Transportation Corp, Newport News, VA

LICENSES:

Delaware, Connecticut, Texas, Florida Workers Compensation & General Liability

Procurement, Supply Chain Management, Logistics and Operations Executive

Profile

Internally motivated, entrepreneurial-minded executive with more than fifteen years of progressive employment in management, sales, marketing, audit, finance and operations at all functional levels. Highly creative, process-driven strategic thinker with extensive relationship management and solutions selling / implementation experience in healthcare, IT and federal procurement markets. Effective communicator with demonstrated expertise in public speaking. Fifteen years of military training and experience rounds out skills in team building, procurement and logistics, analytics and federal contracting. Experienced in ERP system process preparation, integration, configuration, customization and migration.

SALES AND GENERAL MANAGEMENT QUALIFICATIONS:

- Contract/Price Negotiation
- Business Development
- P&L Management
- Staff Development and Motivation
- Key Account Management/Retention
- Program Management
- Risk Management
- Budgeting and Expense Control
- Small Business Development
- Presentations and Training

Professional Experience

EGA ASSOCIATES, LLC – PHILADELPHIA PA (FULL TIME)

November 2012 – Current

Founder & Director of Business Operations

Founded consulting company to support small businesses exploration of government acquisition and provide general business consulting for startups. EGA is also a provider of staff augmentation services to support a project teams in the federal government and for growing company's needs. As a veteran owned company we strive to support veteran entrepreneurs and diligently work to hire veterans for all positions.

- Customer- centric data analysis, to provide insightful information in a myriad of formats ranging from short briefs to comprehensive reports with infographics and presentations
- Business Operations support, Business Process Management (BPM) and Process Outsourcing (co-sourcing)
- Business plan, marketing and sales strategy development
- Cradle to grave contract management

Contracting & Acquisition Project Officer (18 Month Military Orders)

2014 - 2016

Naval Material Supply Chain Management (SCM) is NAVSUP's largest Product & Service in terms of resources invested with over 3,000 civilian, military and contractor personnel involved, \$21 billion of inventory on hand and an annual material budget of over \$3.5 billion. It covers the over 430,000 repair part line items of supply for which the NAVSUP Weapon Systems Support (NAVSUP WSS) is responsible. NAVSUP WSS uses funds from the NWCF (Navy Working Capital Fund) to buy and repair the parts and in turn sells them to Fleet customers. Naval SCM is the collection of processes that result in Navy customers receiving the parts they need, when and where they need them, anywhere in the world.

- Developed a Vendor Information Portal and Educational Resource (VIPER) on the public web portal to assist contractors with common language, requirements and unique features in nuclear contracts. Enhanced communication and contributed to the achievement of 65 continuous weeks with 95% material availability for nuclear demands.
- Led 48-person team through root cause and workload analysis project, resulting in a reduction of contract backlog by 7% and improved on-time delivery by 4% in direct support of the Fleet Nuclear customers and Vendor community
- Collaborated cross-functionally to create an automated solicitation process, accelerating time to award by 14%, mitigated errors, standardized processes for audit readiness and maximized productivity for over \$300,000 in monthly awards.

PRUDENTIAL – NEWARK, NJ

September 2013 – September 2014

Senior Audit Development Associate / Military Officer Leadership Development Program

Translate project management expertise, leadership skills and experience working in a highly regulated environment to conduct independent reviews ensuring process compliance with federal mandates in sales, product development, marketing, reporting and operational areas of the Prudential organization. Engage the cooperation and support of business unit management to support planning, control analysis and testing, issue development and reporting processes.

MAXIM HEALTHCARE SERVICES - Columbia MD

January 2004 – August 2013

Regional Director of Business Development (2007 – 2013)

Senior leader for Maxim's Federal Government division, a critical business development and retention initiative with broad revenue and operational implications based on government healthcare regulatory changes. Report to Director of Business Development for Federal Services, with indirect accountability to VP of Staffing. Manage 30 field offices, 90 internal and 400 external employees providing staffing solutions for contracts with over 140 VA hospitals, correctional facilities, and NIH and DHS agency operations in the Northeastern U.S. Exercise broad scope of responsibility including cross-functional management, strategic marketing, sales forecasting, contract negotiation and management, small business development and sales training in all stages of the Federal procurement process for internal personnel, business partners and federal clients.

- Co-created framework for Federal Government division, cultivated strong integrity-based relationships with Federal Contracting Officers and grew personal business from inception to \$15M in top-line revenue.
- Negotiated and supported strategic business partnerships with small and large external organizations to ensure long-term retention of federal government business despite regulatory-induced market shrinkage.
- Work extensively with strategically aligned partners to provide education and support in all aspects of federal procurement.
- Established reputation as an expert in the federal procurement process; invited to speak at national and regional symposia and to provide feedback on the operational impact of proposed regulatory changes in the healthcare market.
- Developed monthly, quarterly and annual business objectives and communicated with senior leadership and federal procurement officials to secure stakeholder investment and promote adoption of long-range business strategies.
- Spearheaded implementation of workforce management solutions (Timecard & SharePoint) to eliminate \$125K/year in redundancies, support operationally efficient business functions and minimize competitive market intrusion in the government sector; responsible for process and product development, securing buy-in from internal and external C-level executives, field office and client personnel, and managing test piloting and system implementation process.

MAXIM HEALTHCARE SERVICES – Columbia MD

Branch Manager (2005 – 2007)

Served as business operations and sales manager responsible for growing commercial contract healthcare staffing business in the PA/NJ/NYC market. Directed sales and marketing activities, including lead generation, trade shows, account development / management, and contract pricing. Oversaw all aspects of branch operations, including recruiting for internal and external hires, regulatory compliance, fiscal management, and financial reporting.

- Established branch operation and built business from the ground up, building annual revenue to \$2M in two years.
- Evaluated prospects through in-depth market analysis, formulated strategic marketing objectives for the region, and prepared marketing plan and processes to support business development efforts.
- Cultivated relationships with government agencies that would serve as foundation for federal procurement division.
- Developed and implemented protocols to foster open communication through all levels of the sales process.

Recruiter (2004 – 2005)

Recruited allied healthcare and nursing professionals for local and national clients while helping to establish a presence for the company in highly competitive the Philadelphia market.

- Demonstrated ability to identify and solve problems by using initiative and sound judgment to make autonomous decisions.
- Developed recruit / client relationships through regular communication to assure satisfaction and contract compliance.
- Educated employees on the HR process and SOW requirements.

MELLON FINANCIAL CENTER – Pittsburgh, PA

May 2002 – December 2003

Tax Accountant

Entry level tax preparer responsible for quarterly estimate calculations, internal / external correspondence, financial reporting, project management and performing complex general accounting functions for private wealth management clients.

- Acquired proficiency with fiduciary accounting policies and procedures relative to trust funds and foundations, regulatory pronouncements and Generally Accepted Accounting Principles (GAAP).
- Led team effort to resolve database problems, resulting in increased productivity and reduced system down times.

Military Experience

UNITED STATES NAVY RESERVES (PART TIME- WEEKENDS)

May 2011 – Present

Supply Corps Officer (LCDR): Defense Logistics Agency/ NAVSUP / OCONUS Inspector General Team

- Involved in implementation of Enterprise Resource Planning (ERP) system to deliver cost-saving, real-time inventory management reporting functionality, resulting in improved efficiencies and cost savings.
- As Training Officer for DLA, maintained 100% readiness for all members.
- Completed COR training and currently working towards DAWIA certification.
- Prepared teams for audit readiness and implementation of Management Internal Controls across international commands for NAVSUP

UNITED STATES MARINE CORPS RESERVES

May 1999 – August 2007

Corporal: Camp Lejeune, NC / New River Air Station, NC / Ft. Leonard Wood, MO / Johnstown, PA and Yuma, AZ

Managed, developed and mentored junior enlisted Marines. Conducted FITREP evaluations and implemented team building exercises to promote unit cohesion, foster communication and improve moral during arduous tasks.

- Served as Platoon Leader for Marine Wing Support Squadrons 471, 474 and 273.
- Served as Motor Vehicle and Logistics Specialist handling unit operations and dispatching.
- Received numerous service accolades.

Education

MASTER OF BUSINESS ADMINISTRATION (GPA 3.5): SAINT JOSEPH'S UNIVERSITY, PHILADELPHIA PA (PART TIME PROGRAM)

MAY 2014

NAVY SUPPLY CORPS SCHOOL: NAVAL EDUCATION AND TRAINING COMMAND (NETC), NEWPORT, RI (PART TIME PROGRAM)

JUNE 2013

MASTERS CERTIFICATE GOVERNMENT AND COMMERCIAL CONTRACT MANAGEMENT: VILLANOVA UNIVERSITY, VILLANOVA PA

2010

BACHELORS OF SCIENCE IN BUSINESS MANAGEMENT AND ADMINISTRATION – MINOR SPANISH: SLIPPERY ROCK UNIVERSITY, SLIPPERY ROCK PA

2002

**RFP 6100054582 – Medical Case Management
Services Technical Submittal 1.1.2 –
Additional Attachments**



5. Certification of Employment

**Certification of Employment as provided by
Denk & Associates,, Certified Public
Accountants, appears on the following pages.**

DENK & ASSOCIATES, PC
Certified Public Accountants

4755 Linglestown Road, Suite 207
Harrisburg, PA 17112
Tel (717) 652-4952
Fax (717) 652-2897

MEMBER OF THE AMERICAN AND
PENNSYLVANIA INSTITUTES OF
CERTIFIED PUBLIC ACCOUNTANTS

GREGORY H. DENK, CPA

February 15, 2022

TO: Pennsylvania Department of General Services /
Department of Labor & Industry/ State Workers' Insurance Fund

RE: RFP Solicitation/Project #: 6100054582 - Medical Case Management Services
Hoover Rehabilitation Services, Inc. - Certification of Employment

**Certification of Personnel Employed by Hoover to be Assigned to
the SWIF Project under RFP6100054582 for Medical Case Management**

We are independent certified public accountants for Hoover Rehabilitation Services, Inc. (Hoover), and represent them in accounting and tax matters, including administration of payroll services. As such, we can make certain representations regarding its payroll and employees.

Therefore, in lieu of providing confidential, personal financial records (i.e., wage and tax statements or pay stubs), this will certify that all listed personnel are employees of the Offeror, Hoover Rehabilitation Services, Inc.

Hoover Employees Listed by Service Area/Responsibility

Executive and Administrative Personnel

Raymond W. Hoover, MEd, LPC, CRC, President & CEO
Terry Folk, Project Manager
Will Hoover, Executive Administration
Tom DiMaria, RN, CCM, Dir. of Medical Management
Jared Cunningham, MS, Dir. of Information Services
Kiran Gudoor, Lead Programmer
Kris Frantz, Marketing
Sharon Jones, Marketing

Medical Services Supervisory Staff

Janet DiMaria, RN, CDMS, CCM
Steve Collins, RN, CCM
Denise Wilson, RN, CCM
Theresa Hasson, RN, CCM

In lieu of providing confidential, personal financial records (i.e., wage and tax statements or pay stubs), this will certify that all listed personnel are employees of the Offeror, Hoover.

RNs/Field-Based Case Managers

Territory A:

Theresa Hasson, RN, CCM
Deborah Katzaman, RN, CCM
Beth Reber, RN, CCM
Marlenah Lusby, RN, BSN
Sharon Offutt, RN, CCM
Stephanie Sarvat, RN
Linda Evans, RN
Bernadette Hart, RN
Carol Swendsen, RN
Lacie Tome, RN
Beth Redwine, RN, BSN
Robert McGriff, RN, BSN
Susan Shirey, RN

Territory B:

Kathy Shimer, RN, BSN
Dawn Pearce, RN
Janet DiMaria, RN, CCM, CDMS
Kelly Noss, RN-BC
Laura Robertson, RN, BS
Robert Martin, RN
Melinda Correa, RN
Karen Harman, RN
Thomas DiMaria, RN, CCM
Kim E. Enigk, RN, BSN
Marlene Major, RN
Nicole Burrell, RN, BSN
Carin Townsend, RN, BSN

Territory C:

Denise Wilson, RN, CCM
Carolyn Burk, RN
Steven Collins, RN, CCM
Amy McCracken, RN
Tracey May, RN
Sue Yingling, RN
Maxine Ruble, RN
Kimberly Houck, RN
Nancy Morrison, RN
Jennifer Rua, RN
Jessica Woods, RN, BSN
Nichole Liston, RN

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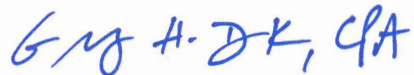
In place of providing confidential, personal financial records (i.e., wage and tax statements or pay stubs), this will certify that all listed personnel are employees of the Offeror, Hoover.

Administrative Support Staff

Diane Curtain, Administrative Field Nurse Support
Shaun Mercier, Administrative Field Nurse Support
Karen Nailor, Administrative Support, Reception
Matt Helt, Billing
Neila Swidersky, Billing
Cathleen Fitzpatrick, MEd, Medical Provider Relations
Reed Galinac, Communications

Sincerely,

Denk & Associates, PC

A handwritten signature in blue ink that reads "G H Denk, CPA". The signature is written in a cursive, slightly slanted style.

Gregory H. Denk, CPA

**RFP 6100054582 – Medical Case Management
Services Technical Submittal 1.1.2 –
Additional Attachments**



5. Business Continuity & Disaster Recovery Plan

Appears on the following pages.



Hoover Company Policy – Business Continuity and Disaster Recovery (BCDR) Procedure

It is the policy of Hoover Rehabilitation Services, Inc., and its affiliated and companion companies (“the Company”) that the Company develops and tests a contingency plan for information systems that: Identifies essential missions and business functions and associated contingency requirements; Provides recovery objectives, restoration priorities, and metrics; Addresses contingency roles, responsibilities, assigned individuals with contact information; Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure; Addresses eventual, full information system restoration without deterioration of the security measures originally planned and implemented; and Is reviewed and approved by designated officials within the organization.

Standards(s)

NIST SP 800-53 Rev. 4 CP-1 - The organization develops, disseminates, and reviews/updates a formal, documented contingency planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and Formal, documented procedures to facilitate the implementation of the contingency planning policy and associated contingency planning controls.

NIST SP 800-53 Rev. 4 CP-2 - The organization: Develops a contingency plan for the information system that: Identifies essential missions and business functions and associated contingency requirements; Provides recovery objectives, restoration priorities, and metrics; Addresses contingency roles, responsibilities, assigned individuals with contact information; Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure; Addresses eventual, full information system restoration without deterioration of the security measures originally planned and implemented; and Is reviewed and approved by designated officials within the organization; Distributes copies of the contingency plan to management; Coordinates contingency planning activities with incident handling activities; Reviews the contingency plan for the information system at least annually; Revises the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan implementation, execution, or testing; and Communicates contingency plan changes management.

NIST SP 800-53 Rev. 4 CP-4 - The organization: Tests and/or exercises the contingency plan for the information system at least annually to determine the plans effectiveness and the organizations readiness to execute the plan; and Reviews the contingency plan test/exercise results and initiates corrective actions.

NIST SP 800-53 Rev. 4 CP-6 - The organization establishes an alternate storage site including necessary agreements to permit the storage and recovery of information system backup information.

NIST SP 800-53 Rev. 4 CP-7 - The organization: Establishes an alternate processing site including necessary agreements to permit the resumption of information system operations for essential missions and business functions within 24 hours when the primary processing capabilities are unavailable; and Ensures that equipment and supplies required to resume operations are available at the alternate site or contracts are in place to support delivery to the site in time to support the organization-defined time period for resumption.

NIST SP 800-53 Rev. 4 CP-8 - The organization establishes alternate telecommunications services including necessary agreements to permit the resumption of information system operations for essential

missions and business functions within 24 hours when the primary telecommunications capabilities are unavailable.

NIST SP 800-53 Rev. 4 CP-9 - The organization: Conducts backups of user-level information contained in the information system at least daily; Conducts backups of system-level information contained in the information system at least daily; Conducts backups of information system documentation including security-related documentation at least daily and Protects the confidentiality and integrity of backup information at the storage location.

NIST SP 800-53 Rev. 4 CP-10 - The organization provides for the recovery and reconstitution of the information system to a known state after a disruption, compromise, or failure.

NIST SP 800-53 Rev. 4 PM - 8 - The organization addresses information security issues in the development, documentation, and updating of a critical infrastructure and key resources protection plan.

Notification

In the event of a full or partial disaster the following employees must be alerted:

Dennis Gopear, Director of Facilities

[REDACTED]

Work: (717) 728-5502 ext. 1115

Email: dgopear@hooverinc.com

Jared Cunningham, Director of Information Technology

[REDACTED]

Work: (717) 728-5502 ext. 2153

Email: jcunningham@hooverinc.com

In addition, it will be the responsibility of both individuals to contact the following individuals:

Raymond Hoover, President

[REDACTED]

Home: Private

Work: (717) 728-5502 ext. 2200

Email: rhoover@hooverinc.com

BCDR of Information Systems

Hoover utilizes a Datto SIRIS 3 Appliance and Veeam software for backup and BCDR of scoped information systems. The SIRIS Appliance performs backups, verification of backups, and offsite synchronization. Backups are performed every day at 5:00 PM and synced to Datto' collocated data centers upon completion of the verification process. All data that is sent to Datto's data centers is encrypted with AES-256 Encryption both in transit and in the cloud. HooverXPress is backed up with Veeam. Veeam backup images are stored on an SMB share on the fileserver and are included in the daily Datto backup that is sent offsite.

Scoped Systems:

- **HooverXPress (Veeam+Datto)**
- **KeyLink (Datto)**
- **Microsoft Exchange (Datto)**
- **Microsoft Active Directory, Group Policy, DHCP, and DNS (Datto)**
- **Microsoft SQL Server (Datto)**
- **Microsoft File Shares (Datto)**
- **Microsoft Print Server**
- **Docuware Document Imaging System (Datto)**

Local Hardware Failure Procedure

In the event that a physical host suffered a mechanical failure the following procedure would be utilized to run the virtual machine(s) from the Datto SIRIS:

1. Log into the Datto Control Panel – 192.168.10.59.
2. Choose Restore
3. Select the server(s) that need to be restored.
4. Choose Local Virtualization
5. Choose the appropriate number of CPU Cores and RAM.
6. Click the “Start VM” button.
 - a. The changes that are made while running from the backup get written to the backup file. When the physical host has been repaired or replaced, the steps below (“Restoring Server to VMWare Host from Datto Appliance”) will be followed to restore the virtual machines from the backup file.
 - b. The NIC card will lose the static IP address because the system will recognize that the hardware has changed. The VM’s will have to be assigned the following static IP address scheme.
 1. Exchange: 192.168.10.15
 2. PrintServer: 192.168.10.27
 3. Server4: 192.168.10.16
 4. SQLServer: 192.168.9.10
 5. Imaging1: 192.168.10.7
 6. FileServer: 192.168.10.24
 7. All: Gateway Address: 192.168.10.254
 8. All: Subnet Mask: 255.255.254.0

Restoring Server to VMWare Host from Datto Appliance

1. Log into the Datto Control Panel – 192.168.10.59
2. Choose Restore
3. Select the server(s) that need to be restored
4. Choose ESX Upload
5. Choose the desired physical host
6. Choose the desired datastore and upload

Catastrophic Loss of Datacenter Procedure

In the event of a major loss at our main location, all scoped systems can be spun up in the Datto Cloud. Datto's cloud can be configured so that all servers communicate with each other on a private network. Port Forwarding and NAT rules can be applied to allow all of our services to continue running in the cloud. Once public IP addresses have been issued by Datto, DNS settings will be updated on the hooverinc.com and keyscriptsllc.com domains to point traffic to the new public addresses.

Spin Up Virtual Machines in the Cloud

1. Log into Datto Partner Portal
2. Chose Devices Tab, then Recovery Launchpad
3. Click Virtualization link under desired virtual machine
4. Choose the desired recovery point, likely the newest one
5. Choose the desired amount of memory
 - a. Each VM should be assigned 8GB
6. Choose VLAN as the network scheme and enter the following settings:
 - a. Network Name: Hoover-KeyScripts
 - b. Network Address: 192.168.10.0
 - c. Subnet Mask: 255.255.254.0
 - d. Click the Enable DHCP and Internet option.
 - e. Gateway IP: 192.168.10.254
 - f. External Clients: 50. (Note, this can be changed later)
7. Choose SATA Storage Type, Intel PRO/1000MT as NIC, and 2 CPU cores.
8. Save and Start the VM.

Post-VM Launch Tasks

1. Log into each VM and set the following static IP Addresses and make the following changes to IIS Web Config:
 - a. Exchange: 192.168.10.15
 - b. SQLServer: 192.168.10.10
 - i. In IIS: Bind traffic to keylink.keyscriptsllc.com to port 8443.
 - c. Imaging1: 192.168.10.7
 - i. In IIS: Bind traffic to imaging.hooverinc.com to port 9443.
 - d. FileServer: 192.168.10.24
2. Establish the following Port Forward Rules in Datto Partner Portal
 - a. Port 25, 443: 192.168.10.15
 - b. Port 8443: 192.168.10.10
 - c. Port 9443: 192.168.10.24
3. Update DNS entries to match the public IP address assigned by Datto:
 - a. mail.hooverinc.com
 - b. imaging.hooverinc.com
 - c. keylink.keyscriptsllc.com
 - d. www.hooverexpress.com
4. Log into Barracuda ESS Email Security Console and update mail server IP address to public IP address assigned by Datto.
 - a. Go to <https://login.barracuda.com>
 - b. Choose Email Security

- c. Choose Domain Settings
 - d. For each domain, update the mail server address to the public IP address assigned by Datto
5. At this point in time, place a call to Datto
- a. They will issue VPN Keys and link to download VPN software
 - b. Director of IT will distribute to Company personnel
 - c. At that point, users can login in and continue working

To Restore Mission Critical Server from Datto Cloud:

Datto will send a new Datto Siris device loaded with all VMs, we can run all servers from that until physical hosts are restored using, “Restoring Server to VMWare Host from Datto Appliance” procedure.

Post Recovery Tasks

Upon completion of all recovery tasks, the Director of Information technology is charged with determining the root cause of the failure and providing a report to management. The report should include a description of the cause, lessons learned during the recovery process, and steps to mitigate identified risks in the future.

Backup Schedule

- 1. Backups run daily at 5:00 PM EST
- 2. Backups are sent offsite daily after the backup is completed

Local Backup Retention

- 1. All daily backups are kept for one week
- 2. All weekly backups are kept for one month

Cloud Backup Retention

- 1. All daily backups are kept for one week
- 2. All weekly backups are kept for one month
- 3. All monthly backups are kept indefinitely

ISP Failure Procedure

In the event that an issue occurs with our main ISP, all network traffic can be rerouted through the backup ISP using the following procedure.

- 1. Log into ASA using Cisco ASDM software
- 2. Go to Configuration, Device Setup, Interface Settings, Interfaces
- 3. Open GigabitEthernet0/1, double click on it
- 4. Set Route Map To 'None'
 - a. Policy-Based-Route is name of PBR
- 5. Do the same for GigabitEthernet0/4
- 6. Set Route Map to 'None'
 - a. dmz-policy-based-route is name of PBR

7. Go to Firewall tab, activate obj_192.168.10.15_backup rules (smtp and https)
8. Click apply, then click the disk in the bottom right hand corner

BCDR of Telecommunications Systems

Hoover uses a hosted PBX, VOIP phone system and a fax portal provided by our telecom provider, SolEx. That means even if a catastrophic loss occurred at our main location, phone calls could be redirected immediately and faxes could still be retrieved without any downtime.

Local Infrastructure Failure Procedure

In the event that the T3 lines responsible for the data network powering our VOIP phone system go down, the Cisco router is configured to automatically failover to the metro-ethernet dish on the roof without the need for Hoover IT staff to do anything.

Catastrophic Loss of Datacenter Procedure

In the event that there is a catastrophic loss at our data center, the following instructions will be used to redirect calls and faxes to alternative numbers.

1. IT Director will contact Solex, our hosted PBX phone provider.
2. Solex will initiate voice call traffic re-direction for all toll-free inbound and direct dial inbound calls to alternative Hoover numbers.
3. Solex will order supplemental private T3 circuits. These circuits will be installed to a location to be determined by Hoover management.
4. Upon installation and testing of supplemental circuits, Solex will port Hoover local telephone numbers and toll-free numbers to the new circuits and re-establish call flow to the stipulated location.
5. *Note: Faxes can still be accessed from our online Fax to Email Portal in the event of a disaster.*

Data Center Physical Security Controls

1. Temperature control and alarm systems are employed in the datacenter to ensure that the desired temperature for operational purposes will be maintained. In the event that the sensor recognizes temperature irregularities, our security system vendor is notified with an alarm. They in turn notify the Director of Facilities who performs an inspection and notifies the Director of Information Technology, if necessary.
2. Servers, network equipment, and VOIP equipment will be plugged into UPS's at all times to ensure proper shutdown of equipment in the event of a power loss. The UPS's will also provide power to maintain server operations in the event of a short power outage.

Pandemic BCDR Procedure

In the event of a pandemic requiring Hoover to employ personnel from remote locations, 40 laptop computers are available to enable personnel to continue working from remote locations alongside personnel who work remotely on a full-time basis. All personnel working remotely must authenticate to the company VPN using Two-Factor authentication to access company resources. Once authenticated, personnel can perform their job functions as if they are in the office. Our VOIP, cloud-based telephony system allows personnel to use their company phones from remote locations as if they are in the office

and for faxes to be redirected to email accounts without any disruption of service. Essential personnel will be delegated to perform scanning of incoming mail to ensure that no paper leaves the office and proper protection and destruction of paper records continues in accordance with Company policy.

Annual BCDR Testing Requirements

Information Systems

1. Local Hardware Failure

- a. The most recent backup of each VM will be spun up on the Datto appliance on a private subnet simulating the loss of the one of the physical servers in the datacenter
- b. A client PC will also be placed on the subnet to ensure that all services provided by the virtualized servers can be accessed by client computers

2. Catastrophic Loss of Datacenter

- a. The most recent backup of each VM will be spun up in Datto's cloud simulating a complete loss at the datacenter
- b. A client PC will connect to the Datto VPN to ensure that all services provided by the virtualized servers can be accessed by client computers

3. ISP Failure

- a. An outage with our main ISP will be simulated and all traffic will be switched over to the backup ISP

Telecommunications Systems

1. Local Infrastructure Failure

- a. The cables from the T3 demark will be pulled simulating an outage of the T3 lines
- b. Calls will be placed to Hoover's numbers to ensure that failover to the metro-ethernet connection occurred as expected

2. Catastrophic Loss of Datacenter

- a. Hoover will review the list of alternate numbers that calls should be forwarded to in the event of a catastrophic loss to the datacenter
- b. A tabletop exercise will be conducted simulating the event to measure our level of preparedness to respond

SOLICITATION/PROJECT NUMBER: 6100054582
MEDICAL CASE MANAGEMENT SERVICES I-6. TASKS.

The following PERT Chart was developed to address medical case management tasks and provide a time-related progression of case management tasks and milestones.

PLEASE NOTE: The following task description is currently successfully utilized providing case management services to SWIF, and our experience has been that it assures early intervention, goal-oriented communication between all parties, assurance of understanding of the role of case management, and the importance of cooperation with the return-to-work efforts. Hoover will abide by all standards and goals set by SWIF. However, we are recommending the following described timeframes and processes in this Program Evaluation and Review (PERT) Chart.

7. PERT CHART



Case Management Activities	Time Frame
Referral from SWIF and assignment to Nurse Case Coordinator.	Within 3 hours of assignment from SWIF - Claim assigned to Nurse Case Coordinator.
Nurse contact with SWIF claim handler - discuss special handling and goals. Discussion will also include request for any available records, to initiate the case management process.	Initial telephone contacts made with all stakeholders within one (1) business day, <u>as available, with documentation</u>
Nurse contact with claimant/claimant counsel to schedule and meet with claimant to conduct initial assessment meeting.	
Nurse makes initial contact with Insured to schedule to meet with insured to obtain job description/job analysis, as agreed by insured.	
Nurse contact with treating provider(s).	
Nurse meets with claimant to conduct initial assessment meeting.	Report is due within seven (7) business days, or no later than 10 calendar days.
Nurse completion of ODG Risk Assessment, projected length of disability, and ODG RTW projections to place into initial assessment report.	
Nurse completes Initial Assessment report.	
Initial Assessment report sent to SWIF with recommendations.	All follow-up reporting will be completed within seven days after an appointment. If there is no medical appointment, the Nurse Case Coordinator will maintain contact with all involved stakeholders (claims staff, claimant, claimant counsel, insured, and medical providers), as approved by SWIF, to assure claims and case management continuity, and will provide a report within 30 calendar days, or sooner, if there is a significant development.
Nurse obtains SWIF approval from claim handler, to initiate rehabilitation case management plan.	
Nurse meets with insured to obtain job description/job analysis.	
Nurse compiles job description, forwards to insured for review, and if necessary makes modifications, and procures finalized job description signed and dated by insured representative. Completed, finalized job description(s) are uploaded to the Hoover Job Bank for SWIF claims, for future use regarding this claim and other potential claims for each insured. If a modification is required to job descriptions, they are updated in the Hoover/SWIF Job Bank.	
Nurse submission of completed job description for review and insured date and signature.	
Nurse meets with claimant and treating provider(s) to obtain medical updates, performs medication reconciliation with physician and claimant, and submits job description for physician review, and discusses potential for modified and light duty, as well as to obtain physician treatment plan and projected return to work date.	
Nurse completes medical management status report with updates to SWIF claim handler and insured representative.	
Nurse obtains SWIF authorization to continue case management activities.	
NCC continues ongoing communication with claimant, insured, provider(s), and claim handler, to obtain and relay medical status updates, physician recommendations, claimant's involvement in the medical rehabilitation process, and developments in the return-to-work process. ODG Disability duration guidelines and risk assessments will be updated after each significant medical development. NCC also procures SWIF's authorization to continue the medical case management process.	
Hoover NCC attends physician appointments to obtain physician approval of pre-injury job description, light-duty, or modified duty return-to-work, or obtains physical capacities from physician to work with insured to modify duties for RTW, or potential vocational intervention and labor market survey.	
NCC assists claim handler, insured, and claimant in return to work with physician approval and appropriate documentation.	All follow-up reporting will be completed within seven days after an appointment. If there is no medical appointment, the Nurse Case Coordinator will maintain contact with all involved stakeholders (claims staff, claimant, claimant counsel, insured, and medical providers), as approved by SWIF, to assure claims and case management continuity, and will provide a report within 30 calendar days, or sooner, if there is a significant development.
As approved by SWIF, NCC may provide one-month post-RTW-follow-up to assure successful return to work status.	

Catastrophic Injury Management:	Time Frame
Referral from SWIF and assignment to Nurse Case Coordinator.	Within 3 hours of assignment from SWIF - Claim assigned to Nurse Case Coordinator.
Upon assignment of catastrophic injury claim, NCC makes immediate telephone contacts to determine and verify where the injured worker is hospitalized, contacts hospital social service or case management staff to arrange a meeting, makes arrangements to travel (<u>within one business day from assignment</u>) to the hospital to meet family members, meets with or observes the injured employee, obtains information from hospital charts, and meets or obtains information from treating providers. After making arrangements, NCC travels to hospital site to conduct meetings and obtain relevant information.	Immediately after assignment of catastrophic injury claim, telephone contacts are initiated to determine relevant information - NCC travels to hospital to meet family, claimant, providers, hospital staff, and obtain information and if possible, records. - If possible, within one business day.
After hospital visit, NCC contacts the SWIF claims handler, and if desired, the employer representative, to update of the claimant's medical condition and status. Efforts are geared toward assessing severity of injury, determining immediate needs, and obtaining initial diagnoses and prognosis to provide to claim handler for claims risk assessment and claim handling.	
NCC compiles an Initial Assessment Report or Initial Status Report when indicated (If claimant is comatose, incapacitated, or is unable to communicate for assessment purposes.) within seven (7) days detailing information secured, and documenting the claimant's medical status, projected medical costs and practical cost control methods. Any records or reports obtained are forwarded with the report to SWIF for documentation and claims handling. The NCC provides recommendations for future case management for SWIF review and to obtain approval for continuing case management activities.	Within seven (7) days.
The NCC continues to monitor treatment and recovery efforts, and provides verbal updates as appropriate. <u>Written reports can be provided as frequently as weekly, or every 30 days as preferred or authorized by the SWIF claim handler</u> , with ongoing verbal and/or e-mail updates. Continuing catastrophic case management will continue as authorized by SWIF, and as needed for monitoring medical treatment and for rehabilitative purposes. As hospital discharge nears, the NCC may become involved in working with hospital discharge staff, to assist in making arrangements for transfer to an inpatient rehabilitation facility or skilled nursing facility, arrange for in-network transportation, or assist in arrangements for discharge to home, with durable medical equipment, and home health care nursing, aide, or therapy, to be provided in-network, as determined.	Follow-up reports provided typically every thirty (30) days. However, frequency of reporting could be provided as frequently as weekly if desired by SWIF claim staff.
If it is determined that Home Modifications are medically necessary or recommended, the Nurse Case Coordinator (NCC) will visit the injured worker's home to assess the need for home modification(s). The NCC will discuss findings with the SWIF adjuster. If further clarification is needed to fully assess modification needs, such as in the case of facility discharge after catastrophic injury, facility staff such as physical or occupation therapy may be further consulted, or as approved by SWIF, may be requested to assist in the assessment process, determining modification needs, to assure that all medically-necessary modifications are identified, and can be documented prior to modification contractors being scheduled for site assessment and provision of bids for required work. If SWIF is in agreement with the home modification assessment, the Offeror will secure three (3) bids for the specific work to be performed and forward to the SWIF District Office and/or Home Office.	Updates provided every thirty (30) days. However, tasks to be completed within 60-90 days.
Ongoing medical case management of the catastrophic injury claim will continue, <u>as approved by SWIF</u> , to assure that medical status is provided and updated; physician appointments are attended and recommendations are relayed; recommendations for durable medical equipment and supplies are relayed, and as approved, provided to in-network providers for provision; modification needs are assessed and relayed; potential complications are reported; and the NCC can serve as a resource to assure case/claim continuity. Since catastrophic injury claims require high levels of contact to assure medical care and all other needs are being addressed, case management services may be ongoing for an extended period of time, to assure that appropriate, medically-recommended services and equipment are being supplied, and that medical complications are identified and hopefully prevented. <u>All ongoing case management services and durations would be pre-approved by SWIF.</u>	Reporting every thirty (30) days (<i>or more frequently, as requested by SWIF, during periods of complication or exacerbation</i>).
Additional NCC Activities During Case Management Process:	Time Frame

7. PERT CHART - continued

<p>NCC to discuss physician recommendations with claim handler and obtain approval to schedule or coordinate physician-ordered PT, OT, Radiology (x-ray, MRI, CT scan), transportation and DME with in-network intervention to assure maximum cost reduction, with SWIF approval; Discuss with claim handler any questions regarding treatment, medications, and work with insured and SWIF to assure that treatment is maintained on posted provider panel within first 90 days post-injury.</p>	<p>Activities performed on timely ongoing basis during each period of the case management process, as need arises, to assure updates, and to obtain SWIF advisement and approval.</p>
<p>NCC to discuss with SWIF, claims not reaching MMI, having treatment exceeding ODG guidelines, needing second surgical opinion, claims benefitting from specialty care (orthopedic, neurosurgical, etc.), and explore with the SWIF claim handler, potential recommendations for IME or utilization review (URO) with the PA Bureau of Workers' Compensation.</p>	<p>Activities performed on timely ongoing basis during each period of the case management process, as need arises, to assure updates, and to obtain SWIF advisement and approval.</p>
<p>As required by SWIF, the NCC will be available to meet at the appropriate SWIF office or hold discussion by phone. The NCC shall assess the medical and rehabilitation needs of the claimant and coordinate appropriate medical care and establish a working relationship with the designated SWIF Claim adjuster(s). It is understood that the NCC may be required to help in the preparation of and present testimony at hearings and/or depositions on referred files as directed by SWIF.</p> <p>File reviews with the Offeror will be held as determined by SWIF. These reviews will be held at SWIF's direction, and may be held at the appropriate SWIF Office or by phone discussion.</p>	<p>Frequency to be determined by SWIF</p>

7. PERT CHART - continued

8. SAMPLE MEDICAL MANAGEMENT REPORTS

INITIAL ASSESSMENT REPORT
(APPEARS ON THE FOLLOWING PAGES)



Date: June 28, 2021

To: Adjuster
Insurance Company

From: Hoover Nurse, RN, CCM
Nurse Case Coordinator

Note: All names and identifying information have been changed for confidentiality Purposes.

INITIAL ASSESSMENT

Name:	James Smith
Claim No:	12853640
Company File No:	H-ME-2116712648N0621-MED
Date of Injury:	06-16-21
Last Date Worked:	06-16-21
Insured:	The Employer, Inc.
Date of Birth:	02-09-1965
Age:	56
Sex:	Male
Height:	5'5
Weight:	120lbs.
Dominant Hand:	Right
Diagnosis:	Left Foot and Lower Leg Crush Injury, Degloving Injury with Hemorrhage Left Foot and Lower Leg, Compartment Syndrome, Left Foot wound Debridement 6-16-2021
ICD-10:	S87.82, S99.829A, T79.AO
Medicare Eligible:	No

Current Work Status/ Current Physical Capabilities:

Mr. Smith has not returned to work since his injury on 6/16/21 and has not been released to work in any capacity.

Last Office Visit: 6/16/21 Surgery and Inpatient at Regional Medical Center
Discharged to home on 06/21/21.

Next Office Visit: 06/29/21 follow-up with Samuel Jones, M.D. (Podiatry)
07/2/21 at 9:00 AM follow-up with Harris Walls, M.D. (Vascular Surgeon)

Current Medical Provider(s):

Podiatry and Foot Surgery
Samuel Jones, M.D.
Podiatry
3312 South Rd. Suite 100
Pittsburgh, PA 15222
Phone: (412) 732-6000

Vascular Surgery
Harris Walls, M.D.
Vascular Surgeon
40 Medical Park Blvd. Suite B
Pittsburgh, PA 15222
Phone: (412) 520-6730

Target RTW Date per Official Disability Guidelines, (ODG): 12/21/21

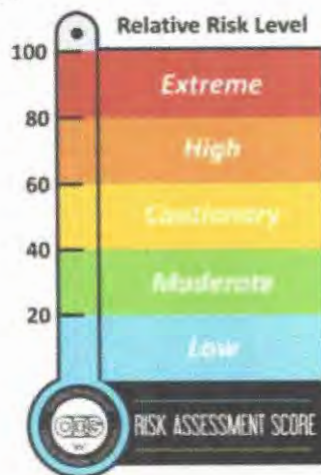
Explanation of ODG Target RTW Date per “Best Practice” Guidelines:

The ODG Target RTW date was obtained using the ICD 10 codes S87.82, S99.829A, T79.AO and surgery for hemorrhage control and wound debridement and was calculated from the date of injury/surgery.

Maximum Number of Disability Days for this Claim: 188

This is the maximum number of disability days anticipated for RTW.

Current Risk Score per ODG: 71.64



In providing a Risk Assessment, the ODG also considers “Confounding Factors,” which when added to the available claim information, determine a resolution risk factor, which could turn a typical case into a high-risk case, including probable increases in claim costs. These factors include the presence of depression, diabetes, hypertension, obesity, opioids, smoking, substance abuse, surgery or hospital stay, and legal representation. The above factors measure the relative risk level for each claim at intake and again when new information becomes available.

Comorbidities/Confounding Factors Influencing Risk Score in this Claim:

- Opioids
- Surgery or Hospital Stay

Appropriateness of Treatment to Date per Official Disability Guidelines:

Treatment has been appropriate per the ODG guidelines.

Health Care Provider Projections for MMI: The physician has not yet provided a projection for MMI.

Health Care Provider Projections for RTW:

- **Full Duty:** Not yet projected.
- **Modified Duty:** Not yet projected.

RTW Coordination with the Insured:

On 6/16/21 we spoke with Melinda Morris at the insured and provided introductions and obtained an update regarding Mr. Smith’s injury and transport via EMS to Regional Medical Center.

Insured Contact Name: Melinda Morris

Date Contact Established with the Insured:

Modified Duty Work Available: Undetermined at this time.

Pre-Injury Job Title/Classification: Cook /Medium

Pre-Injury Job Description Received: No

Full Duty Job Available When Released: Yes

Job Description Provided to:

- **Physician:** No
- **Physical Therapy:**
- **Other:**

IW Perception of RTW:

Mr. Smith said, "If I can get right, I can go back."

History of Injury/Treatment to Date:

Mr. Smith reported that on 6/16/21, while working for The Employer as a Utility Worker, he was injured when a forklift ran over his left foot. He said that he was coming out of the breakroom and the next thing he knew the forklift ran over his foot and his foot was caught in the forklift. EMS was contacted and Mr. Smith was transported to Regional Medical Center. Mr. Smith was evaluated by Dr. Samuel Jones, podiatry. Mr. Smith rated his left foot pain at 10/10 and was unable to bear weight. The lateral aspect of his left foot had a degloving injury extended to his distal foot to lower pretibial area above the ankle level. Per EMS, tendons were visualized at the scene of the injury and being so, a vascular surgery consult was placed. CT scans were taken of his foot and labs were drawn. After review of the CT scans, Mr. Smith was diagnosed with a crush injury to his left foot with multiple foot fractures, displacement of the third through fifth toes, phalangeal fractures, extensive soft tissue injury of the foot and leg, and a non-displaced fracture of the left medial malleolus. After an evaluation from Harris Walls, M.D., vascular surgeon, Mr. Smith was admitted and prepped for surgery. Surgery was considered urgent due to active hemorrhaging. During surgery it was noted that the hemorrhaging site was the distal branches of the dorsalis pedis artery. This was repaired and the wound was debrided. The wounds were left open and a wet to dry dressing was applied. It was noted in Dr. Jones' History & Physical that Mr. Smith would most likely require extensive reconstructive surgery in the future.

Last IME: None

Significant Past Medical History:

GERD

Past Surgical History:

In 2019 the claimant underwent surgery for a left ring finger injury caused by a window falling on it.

Socio-Economic History:

Mr. Smith is single and has two adult daughters. He lives alone and had recently moved. He could not recall his new address and said that he would provide the address to us at a later time. Being as Mr. Smith lives alone and due to stairs (2 steps) going into his trailer he will reside at his sister's home. We were provided his sister's address and we provided the address to KeyScripts for DME delivery and home health needs.

Mr. Smith graduated from Mountain High School. He did not receive additional schooling. He did not serve in the US Military.

Vocational History:

Mr. Smith has been employed as a cook for the Employer for 5 years. Prior to this employment, he was employed by Samson's Meats for 13-14 years. There he took the bone out of hams for processing. Prior to Samson's Meats, he was employed by Water Plant where he bottled water for 15 years.

Mr. Smith does not have a driver's license and gets around on a scooter.

Avocational History:

Mr. Smith enjoys working, watching TV, and watching sports.

ASSESSMENT

Current Medical Status:

Mr. Smith reported that on 6/16/21, while working for The Employer, he was injured when a forklift ran over his left foot. Mr. Smith was transported to Regional Medical Center and evaluated by Dr. Jones, podiatry. The lateral aspect of his left foot had a degloving injury extended to his distal foot to lower pretibial area above the ankle level. Per EMS tendons were visualized at the scene of the injury and being so, a vascular surgery consult was placed. After review of the CT scans, Mr. Smith was diagnosed with a crush injury to his left foot with multiple foot fractures, displacement of the third through fifth toes, phalangeal fractures, extensive soft tissue injury of the foot and leg, and a non-displaced fracture of the left medial malleolus. After an evaluation from Dr. Walls, vascular surgeon, Mr. Smith was admitted and prepped for surgery. Surgery was considered urgent due to active hemorrhaging. During surgery, it was noted that the hemorrhaging site was the distal branches of the dorsalis pedis artery. This was repaired and the wound was debrided. The wounds were left open and a wet to dry dressing was applied. It was noted in Dr. Jones' H&P that Mr. Smith would most likely require extensive reconstructive surgery in the future.

We placed a call to the Insured and requested to speak with Sara Leah (contact on the accident report). Our call was answered by Melinda Morris who informed us that she would be the point of contact. Ms. Morris confirmed that Mr. Smith was transported to Regional Medical Center via EMS. Ms. Morris' husband had called the accident report into her (he also is employed by the Employer). He reported to her that "It looked bad". We were told that the forklift driver was driving through a small space, and when he drives through, he stays within yellow taped line, and beeps his horn about every 5 feet, Mr. Smith turned around and stepped forward, was runover by the forklift, and his left foot was caught under the forklift.

We informed Ms. Morris that we had attempted to reach Mr. Smith adding that he did not answer, and that his voicemail box was full. Ms. Morris provided us with Mr. Smith's emergency contact information (his sister) Joyce Angelo.

After speaking with patient information and the ER at Regional Medical Center and being told that Mr. Smith was not listed as a patient at the hospital, we placed a call to his sister Joyce Angelo. We provided introductions and notified her that we had tried to reach Mr. Smith. She informed us that he had already had surgery and was in the recovery room. She was not sure what part of his left lower extremity was operated on. She was not sure if he was going to be admitted. We requested that she keep our number and call should she have any questions. We told her that we would call the following morning for an update.

After we spoke with Mr. Smith's sister, we left a message for Ms. Morris notifying her that Mr. Smith had already undergone surgery and was currently in the recovery room. We told her that no additional information was known and that we would contact Mr. Smith the following day.

We spoke with the claim handler and provided a post-surgery/ hospital admit/possible discharge, update. Verbal authorization was received for the following DME, rolling walker, BSC, wound vac, home health skilled nursing and physical therapy, wound care supplies and ambulance transport to physician follow-ups.

We placed a call to Regional Medical Center for status update purposes and were transferred to the nurse's station for room 221. We were then forwarded to Mr. Smith's nurse and a message was left.

We then were transferred to Patient Financial Services. We left a message for Amanda Butler requesting a return call. In our message we explained that we were Mr. Smith's WC nurse and that we wanted to provide them with the billing information for the carrier. We left a message for Ms. Butler.

We then placed a call to the ER to inquire if their billing was separate from the hospital. We were transferred to billing and spoke with Amanda Butler. We provided her with Mr. Smith's claim number, the adjuster and contact information, and the billing information. She said that the billing for the ER, OR and inpatient stay would all be under one account.

On 6/17/21, we spoke with Mr. Smith, and he had been admitted to the hospital. We provided introductions and explained our role and received verbal authorization. Mr. Smith reported that the surgeon had come in and examined his wound and said that he would be back later. Mr. Smith was not sure of when he was going to be discharged to home. He said that they operated on his left foot and possibly his ankle, adding that he was not sure about the ankle. The foot and ankle area are currently wrapped with a dressing. Mr. Smith rated his current pain at 8/10. We requested that he provide us with an update after he is seen by his surgeon this afternoon, and to notify us should they decide to discharge him.

We left a message for Mr. Smith's nurse requesting a return call to provide us with an update.

On 6/18/21, we placed a call to Regional Medical Center and spoke with Mr. Smith's nurse. She said that the plan was to order him a wound vac and send him home with home health. If the wound vac arrived that day and home health can be set up, he would be discharged.

We received verbal authorization of the adjuster for the wound vac, dressing supplies and home health services.

We notified the nurse that we would travel to the hospital to assist with the coordination of Mr. Smith's discharge.

We traveled to Regional Medical Center to obtain an update from Mr. Smith's discharge planner, Brinkley Adams on 6/18/21. We met with Ms. Adams and requested and received the medicals from his hospital admission including his ER medicals, post-op report, history and physical, DME orders and referral to Home Health. Upon our arrival at the hospital, it was thought that Mr. Smith would be discharged once home health skilled nursing was in place and the wound vac was delivered. Being as Mr. Smith was scheduled for discharge possibly this afternoon or weekend, and his DME and skilled nursing needed to be arranged, we requested that Ms. Adams forward the orders, H&P, and referral for skilled nursing to KeyScripts so that they could get started on ordering the DME and locating a home health agency to accept the referral. Verbal authorization for skilled nursing visits for wound care, and for needed DME equipment (rolling walker, bedside commode, wound vac, dressing supplies) had already been provided by the adjuster.

We then met with Mr. Smith and his daughters Victoria Walen (412 769-4701) and Dimesha Brady (412- 943-1627) in his hospital room. Mr. Smith was lying in bed with a thick dressing covering his left lower extremity and foot. A wound vac was attached. He was alert, oriented and talkative. We provided introductions, explained our role, provided educational brochures, and provided our contact information. Mr. Smith rated his current pain at 8/10.

We completed Mr. Smith's Initial Assessment. Mr. Smith will require transport when discharged to home. He will also require transportation to physician follow-up appointments.

Mr. Smith's daughters informed us that Joyce Angelo, his sister, is out of town for the weekend and that they preferred that their father remain in the hospital through the weekend. We replied that discharge was decided by his physician. Mr. Smith's daughter informed us that the physical therapist came and tried to walk Mr. Smith, however, he could only take one step.

We notified Mr. Smith that KeyScripts would be ordering his DME and would be delivering it to his sister's home. The wound vac would be delivered to the hospital. We notified Mr. Smith that KeyScripts was setting up home health services and a nurse would be coming out to do his dressing changes.

We requested that they contact us should Mr. Smith be discharged today or over the weekend. We notified Mr. Smith that we would call him on Monday to obtain a status update if we do not hear from him sooner.

We provided Mr. Smith with a temporary KeyScripts card for him to use to pick up his discharge medications.

We coordinated with KeyScripts the ordering of a wound vac, wound care supplies and home health services. Numerous calls and emails transpired regarding orders, authorization, delivery of DME, and the difficulty of locating a Home Health Company that would accept the referral.

On 6/21/21, we placed a call to Brinkley Adams, Discharge Planner and notified her that All Care in Pittsburgh (412-560-5430) had accepted the referral and would provide both Skilled Nursing (SN) and Physical Therapy. SN will see him starting Wednesday 6/23/21. She said that would be fine being as the dressing changes are Monday's, Wednesday's, and Friday's. She confirmed that the wound vac was delivered to the hospital and that she will notify the wound care nurse to come and change the dressing. Once the dressing is changed Mr. Smith would be ready for pick up.

Ambulance transportation was requested to transport Mr. Smith home from the hospital. Authorization was received from the adjuster. KeyScripts was contacted and notified of the need for transportation. Numerous calls and emails transpired while coordinating Mr. Smith's pick-up time. We provided KeyScripts with the name of the hospital and the address of where Mr. Smith will reside.

We spoke with Mr. Smith's daughter and provided her with an update. We requested that she notify us of when the wound care nurse comes in to do the dressing change. We informed her that a nurse from All Care would come out on Wednesday to do the dressing change and that Mr. Smith's dressing changes are on Monday's Wednesday's and Friday's. We provided her with the phone number for All Care.

We forwarded to the adjuster Mr. Smith's discharge summary from Dr. Walls. Mr. Smith will follow-up with Podiatry in 7-10 days. We received authorization for ambulance transportation to this appointment.

We placed a call to Dr. Wall's office to schedule Mr. Parson's post-op appointment with Dr. Walls. The discharge summary had stated 7-10 days however Dr. Wall's office said that Dr. Walls sees his patients 2-weeks post-op. We requested to schedule Mr. Smith's post-op follow-up and were then notified that an appointment had already been scheduled by the hospital for 7/2/21 at 9:00 AM. We notified KeyScripts of Mr. Smith's need for ambulance transportation to the appointment and provided the needed addresses.

We spoke with Ms. Adams, and she reported that she had received a call from KeyScripts asking for a pick-up time and she was unable to provide a time until they know that Home Health is in place. We notified her that All Care had accepted the referral. We requested the following: DC Summary, wound care orders and wound care supply orders, and an order for home health PT.

We spoke with Melinda Morris at the insured and provided her with an update. We notified her that Mr. Smith was being discharged from the hospital and would be residing with his sister.

We spoke with Mr. Smith's daughter Dimesha Brady and notified her of her father's 6 pm pick up time to transport him to home. We informed her that he is to follow-up with Podiatry and Trauma Surgery in 7-10 days (scheduled for 7/2/21) and that we had received authorization for transportation. She said that the wound care nurse had been in and changed the dressing and had left dressing supplies for Wednesday's dressing change.

On 6/22/21, we placed a call to Mr. Smith for status update purposes. He reported that he was at his sister's house and was doing well. His pain level rises and falls depending on when he takes his medicine. He was prescribed an antibiotic and a pain pill. He could not provide the names. We notified him of his follow-up with his surgeon Dr. Walls on 7/2/21. He said that he also has another appointment but does not know with who or when. We will contact his DC planner. Mr. Smith rated his current pain at 8/10 and said that he just woke up, so it is a little high.

We reminded him that the Home Health nurse would be out to change his dressing tomorrow. We notified him that KS would be having dressing supplies delivered to the home.

We produced and reviewed wound care orders forwarded by Regional Medical Center. We forwarded the orders to KeyScripts and to the adjuster.

We left a message for Brinkley Adams, DC Planner and requested that she forward to us the documents that were provided to Mr. Smith upon discharge. We inquired of his follow-up appointments and discharge medications.

We inquired of whether a drug and alcohol screening were done in the ER. She did not return our call.

We placed a call to Dr. Jones' office and confirmed Mr. Smith's appointment scheduled for 6/29/21 at 11:15 am.

We inquired of whether they had Mr. Smith's WC information and they requested that we provide the information at the appointment.

There is no fee for the Nurse Case Coordinator to meet with the physician.

On 6/24/21, we placed a call to Mr. Smith for status update purposes. He rated his pain level at 10/10. He took his pain medication around 8 am and said that it will ease up some. He is currently medicating with Cephalexin 500mg 1 tablet 4 x day and Oxycodone 10/325mg 1 tablet 4 x day as needed for pain. He is scheduled for a follow-up with Dr. Jones, Podiatrist, on 6/29/21. He is scheduled for a follow-up with Dr. Walls, Surgeon, on 7/2/21 at 9 am. Mr. Smith will require ambulance transport to both visits. Authorization was received and KeyScripts was notified of Mr. Smith's transportation needs.

On 6/25/21, we placed a call to Mr. Smith for status update purposes. He rated his current pain at 8-9/10 and said that the prescribed Oxycodone 10/325mg has not been effective for alleviating his pain level. He had 9 tablets left. We contacted Dr. Jones' office and requested that the physician address Mr. Smith's pain control.

After speaking with Teresa at Dr. Jones' office, we placed a call to Mr. Smith and spoke with his niece. She said that she had placed a call to Dr. Walls' office yesterday and reported her uncle's increased pain levels and requested a new medication be prescribed. She did not hear back from the office. We informed her that we spoke with Dr. Jones' office and notified them the same. We inquired of whether we should speak with her, or Mr. Smith and she replied that she was helping her uncle out so we could talk to her and that her uncle was right there. We notified her that Dr. Jones was e-scripting an RX for Percocet (Oxycodone) and Ibuprofen 800 mg tablets. We relayed that Mr. Smith is to take the Oxycodone and then 3 hours later take 800mg Ibuprofen. We reported from Dr. Jones, that he is to continue this as needed. We also relayed that Mr. Smith can medicate with Benadryl 50mg at bedtime to help him sleep.

We notified the family of Mr. Smith's pick-up scheduled for 10:30 on 6/29/21.

On 6/26/21, we received a call from Mr. Smith's niece reporting that Dr. Jones did not e-script an RX for Percocet and Ibuprofen on Friday. We directed her to contact the on-call physician and request that the medications be e-scribed.

On 6/28/21, we spoke with Mr. Smith, and he reported that he did not receive the prescriptions that were to be called in by his podiatrist. Mr. Smith said that he had finished the prescribed Oxycodone and was just taking Ibuprofen. He rated his current pain at 5-6/10 and added "it's not that bad".

We placed a call to Dr. Jones' office and were told that the medications were called to the original pharmacy and not Walgreens on Cox Rd. She was to contact the physician and relay this information to him.

We then received a call from Mr. Smith who said his niece was on his way to the pharmacy to pick up the medication. Mr. Smith has not medicated with Benadryl as directed by the physician to help him sleep. He reported that he does have disrupted sleep due to pain. We suggested that he follow the physician's direction and medicate with Benadryl to see if it helps with him sleeping through the night.

We notified Mr. Jones' office that Mr. Smith's niece was going to the pharmacy to pick up Mr. Smith's medication to prevent the office from canceling the order and e-scripting it to Walgreens.

We provided an update to Melinda Morris at the insured notifying her that Mr. Smith has multiple fractures in his foot which were not addressed during surgery. During surgery, they controlled his bleeding and debrided and cleaned out the wound. Mr. Smith is scheduled to be

seen by his podiatrist tomorrow at 11:15 am, as approved by the carrier. We will be attending the appointment and will provide you with a post-visit update.

We notified Ms. Morris that Mr. Smith is scheduled for a follow-up with his surgeon on 7/2/21 at 9am.

Current Treatment Plan - Coordination of Care Issues:

Pain control management

Wound Vac. / Dressing change Monday's, Wednesday's, and Friday's.

Rolling Walker – provided by KeyScripts and delivered to home.

Bed Side Commode – provided by KeyScripts and delivered to home.

Dressing supplies to be provided by KeyScripts.

Coordinate with KeyScripts ambulance transport to physician appointments.

Home Health Skilled Nursing for wound vac dressing changes Mondays, Wednesdays, and Fridays. – Initiated 6/23/21

Home Health Physical Therapy – to be initiated.

6/29/21 post-hospital follow-up with Dr. Jones (podiatry).

7/2/21 post-hospital follow-up with Dr. Walls (surgeon).

Injured Worker's Perception of Health Care Needs/Current Status:

Mr. Smith reported that he is satisfied with the care that he has received.

Pain Scale: On 6/28/21 rated his left foot pain at 5-6/10.

Acceptable Pain Level per IW: Not provided.

Current Medications:

Medications Related to Work Injury:

Oxycodone (Percocet) 10/325 mg (Opioid) every 6 hours as needed (refill escribed 6/25/21)

Cephalexin 500mg 1 tablet 4 x day (Antibiotic)

Ibuprofen 800 mg (alternate with Hydrocodone) every 8 hours as needed (NSAID)

Medications Not Related to Work Injury:

None

Pain Management Contract in Place with Provider: No

Last Urine or Saliva Drug Screen Date: Unknown

Medication Reconciliation:

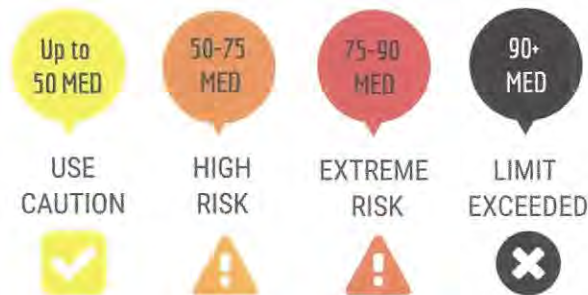
Medications will be reviewed with Dr. Walls during Mr. Smith's appointment on 7/2/21.

Current Morphine Equivalent Dose (MED) Per Day: 60 MED

Please see the ODG Opioid Dosing description below:

For informational purposes only, and should not be used to determine doses when converting patients from one opioid to another. Dose ratios are approximations and cannot account for potential patient response and other variables like increased risk of overall opioid toxicity.

ODG Opioid Dosing



Barriers:

Return to Work Barriers:

No known barrier.

Medical Recovery Barriers:

No known barrier.

Safety Issues:

Fall precautions secondary to impaired mobility due to a left foot/lower leg crushing injury.

Issues to be Resolved:

Pain and disability.

Surgical repair and recovery.

Action Plan/Implementation:

- 1- Confirm and attend the claimant's follow-up scheduled with Dr. Jones on 6/29/21.

- 2- Request the office notes from the visit on 6/29/21.
- 3- Confirm and attend the claimant's follow-up scheduled with Dr. Walls on 7/2/21.
- 4- Request the office notes from the visit on 7/2/21.
- 5- Coordinate with KeyScripts regarding transportation, DME, and home health needs.
- 6- Request the claimant's hospital records from Regional Medical Center.
- 7- Collaborate with the healthcare team.
- 8- Maintain communication with the insured providing them with updates and the claimant's work note.
- 9- Notify adjuster of changes in claimant status and increased case activity.

Sincerely,

HOOVER REHABILITATION SERVICES, INC

Hoover Nurse Case Coordinator

Hoover Nurse Case Coordinator Supervisor

STATUS REPORT



Date: August 11, 2021

To: Christina Sanders
Insurance Company

From: Hoover Nurse, RN
Nurse Case Coordinator

Note: All names and identifying information have been changed for confidentiality Purposes.

STATUS REPORT

Name: Clyde Bartlett
Claim No: 452139874
Company File No: H-ME-2109612371N0421-MED
Date of Injury: 4/5/2021
Last Date Worked: 4/5/2021
Insured: Excavating Inc.
Date of Birth: 9/20/1963
Diagnosis: Open comminuted distal right femur fracture, comminuted fracture of right patella, post concussion syndrome
ICD-10: S72.35, S82, F07.81
Medicare Eligible: No

Current Work Status/ Current Physical Capabilities:

Mr. Bartlett has not been released to work by Dr. Lidle.

Last Office Visit: 7/14/2021 with Dr. Lidle
8/3/2021 at Geisinger Neurosurgery

Next Office Visit: 9/1/2021 IME with Dr. Richman, to address return to work projections, current treatment, services, and DME
10/13/2021 with Dr. Lidle

Current Medical Provider (s):

Brian Lidle M.D.
Geisinger Community Medical Center
Orthopaedics and Sports Medicine
1800 Mulberry Street
Scranton, PA 18510
Phone: (570) 703-7209
Fax: (570) 703-7325

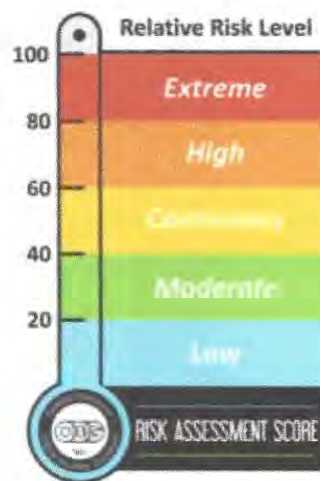
Target RTW Date per Official Disability Guidelines, (ODG): 5/7/2022

Explanation of ODG Target RTW Date per “Best Practice” Guidelines: The target RTW date was obtained using the ICD10 code S72.35, open, comminuted right distal femur fracture and calculated from the date of injury for the heavy work classification.

Maximum Number of Disability Days for this Claim: 396

This is the maximum number of disability days anticipated for RTW.

Current Risk Score per ODG: 83.69



In providing a Risk Assessment, the ODG also considers “Confounding Factors,” which when added to the available claim information, determine a resolution risk factor, which could turn a typical case into a high-risk case, including probable increases in claim costs. These factors include the presence of depression, diabetes, hypertension, obesity, opioids, smoking, substance abuse, surgery or hospital stay, and legal representation. The above factors measure the relative risk level for each claim at intake and again when new information becomes available.

Comorbidities/Confounding Factors Influencing Risk Score in this Claim:

- Obesity
- Opioids < 15 days
- Surgery 4/6/2021

Appropriateness of Treatment to Date per Official Disability Guidelines:

Per ODG recommendations, treatment to date has been appropriate.

Health Care Provider Projections for MMI:

8-12 months post injury per Dr. Lidle.

Health Care Provider Projections for RTW:

- **Full Duty:** 8-12 months post injury
- **Modified Duty:** Not available at this time per Dr. Lidle

RTW Coordination with the Insured: Upon receipt of this file we contacted Brian Lavey at the insured. He has been updated on Mr. Bartlett's status and a meeting for completion of a Job Description occurred 4/12/2021. The signed job description has been returned from the insured, and has been provided to Dr. Lidle and to the IME physician.

Modified Duty Work Available: No

Pre-Injury Job Title/Classification: Driver/ Heavy

Pre-Injury Job Description Received: Pending

Full Duty Job Available When Released: Pending

Job Description Provided to:

- **Physician:** Pending
- **Physical Therapy:** No
- **Other:** No

IW Perception of RTW: Mr. Bartlett has expressed being eager to RTW in any capacity.

ASSESSMENT:

Current Medical Status:

Mr. Bartlett is currently 4 months post reported injuries of open comminuted distal right femur fracture, comminuted fracture of right patella, post-concussion syndrome due to fall injury sustained on 4/5/2021. We maintained contact with the injured worker via telephone calls and attendance at a medical appointment.

KeyScripts is utilized to coordinate scheduling of outpatient PT and DME.

On 7/22/2021, we contacted Kathleen Patel at Northeastern rehab Associates for the purpose of scheduling an IME with John Richman, M.D. The IME was then scheduled for 9/1/2021 at 11:00am and upon receipt of the confirmation we forwarded same to the claims representative.

On 8/2/2021, we were informed by the injured worker that he had an appointment scheduled at Geisinger CMC Neurosurgery Clinic to address his reported headaches. We confirmed the appointment with the clinic and our attendance with the claims representative.

On 8/3/2021, we traveled to Scranton, PA to accompany Clyde Bartlett to his appointment at Geisinger Neurosurgery Clinic with Jon Seros, PA-C. Upon arrival we made an introduction at the reception desk and presented a business card. Staff informed us that due to an emergency surgery, the physician was not available this morning and the appointment was rescheduled to 1:40pm today. We then messaged the injured worker's daughter and she informed us that she received a telephone call early this morning to inform of the appointment change. She indicated that she was not feeling well and the IW's wife Susan would be accompanying him to the appointment today.

On 8/3/2021, we travelled to Scranton, PA to accompany Clyde Bartlett that to his appointment at Geisinger CMC Neurosurgery Clinic with Jon Seros, PA-C. Upon arrival we made an introduction at the reception desk and presented a business card. We noted Mr. Bartlett and his wife Susan checking in at another window. Staff informed us that only one person may accompany the injured worker during the exam and they confirmed with his wife that she would be attending. We proceeded to the waiting area were shortly joined by Mr. Bartlett and his wife. He reported that he continues to attend physical therapy and is having no issues with same. He ambulated with an antalgic gait and was using a cane for assistance. He noted right knee pain to be minimal and rated same at 2/10 denying the need for analgesics. Discussion occurred regarding the hospital bed he was currently utilizing on the first level as residence and he indicated he no longer required same. We informed him we would notify KeyScripts so arrangements can be made for pickup of the bed. He reported he continues to experience headaches on an almost daily basis.

We presented Mr. Bartlett with a list of questions for PA Seros to answer. At this point he was summoned to his exam and we remained in the waiting area. After a wait we noted the injured worker and his wife exiting the exam area and they rejoined us. Mr. Bartlett reported that he had been scheduled for CT angiography of the brain for 8/4/2021 at Geisinger CMC. He was instructed that he would only be notified if the CT result was abnormal and otherwise he did not need to return to the clinic. He presented us with a copy of a written statement prepared by PA Seros which indicated he sustained a fracture of the right frontal skull and concussion at the time of the 4/5/2021 fall. PA Seros recommended cognitive rest and reduced screen time, reading and strenuous physical activities for at least 3-6 months. Mr. Bartlett confirmed he would contact us if he heard any results of the CT angiogram. He and his wife indicated they would be exiting and did sell. We thanked him for that time and exited as well.

The claims representative was updated on the appointment outcome and the insured updated. KeyScripts was updated with a request for removal of the rented hospital bed.

On 8/4/2021, we received a PT prescription from Mr. Bartlett's PCP Matthew Johnson, M.D., which we then forwarded to KeyScripts to arrange the physical therapy.

Mr. Bartlett was then informed of the 9/1/2021, IME and the letter of notification prepared.

Current Treatment Plan - Coordination of Care Issues:

Diagnosis: Open comminuted distal right femur fracture, comminuted fracture of right patella, post-concussion syndrome.

Appointment with Dr. Lidle 10/13/2021

No work at this time

Pivot Physical Therapy twice weekly for 4 weeks

Medications as prescribed

Full weight bearing RLE

Knee brace unlocked and to be used as needed

IME with John Richman M.D. 9/1/2021

Injured Worker's Perception of Health Care Needs/Current Status:

Mr. Bartlett is pleased with the care he has received thus far.

Pain Scale: 2/10

Acceptable Pain Level per IW: 2/10

Current Medications:

Medications Related To Work Injury:

Tylenol 925 MG every 6 hours as needed for pain

Calcium 500 mg three times daily

Gabapentin 100 mg tablets two tabs three times daily

Oxycodone 5 mg every 6 hours as needed for pain (does not require)

Vitamin D2 125 mcg weekly

Medications Not Related to Work Injury:

None reported

Pain Management Contract in Place with Provider: None to date

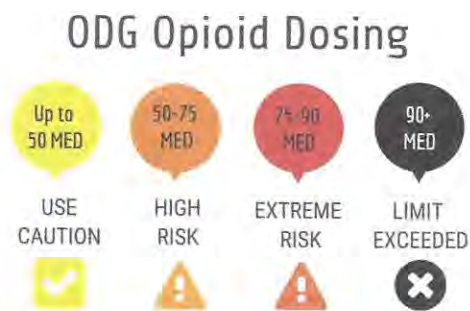
Last Urine or Saliva Drug Screen Date: 4/5/2021

Medication Reconciliation: Per Mr. Bartlett, medications were reviewed by Trauma Clinic staff on 7/14/2021.

Current Morphine Equivalent Dose (MED) Per Day: 20mg/day (not taking)

Please see the ODG Opioid Dosing description below:

For informational purposes only, and should not be used to determine doses when converting patients from one opioid to another. Dose ratios are approximations and cannot account for potential patient response and other variables like increased risk of overall opioid toxicity.



Barriers:

Return to Work Barriers:

None identified

Medical Recovery Barriers:

None identified

Safety Issues:

None identified

Issues to be Resolved:

Diagnosis: Open comminuted distal right femur fracture, comminuted fracture of right patella, post-concussion syndrome

Pain and functionality of right lower extremity.

Action Plan/Implementation:

1. Attend IME with Dr. Richman 9/1/2021 for initial impression.
2. Update claims representative with results of appointment.

3. Obtain updated work restrictions as prescribed.
4. Prepare physician letter for Dr. Richman and provide same once approved by claims representative.
5. Prepare medical records for IME.
6. Maintain weekly contact with injured worker for status updates.
7. Update the insured with work status and medical updates.
8. Continue coordination with KeyScripts for DME and therapy.

Sincerely,
HOOVER REHABILITATION SERVICES, INC

Nurse Care Coordinator

Medical Management Supervisor

Enc: Parking Receipt

Date: July 25, 2021

To: Claim Handler
Insurance Carrier

From: Hoover Nurse, RN, CCM
Nurse Case Coordinator

Note: Name and identifying information have been changed for confidentiality Purposes.

STATUS REPORT

Name: James Collins
Claim No: 156879210
Hoover File No: H-ME-183048413R0119
Date of Injury: 10/20/2018
Last Date Worked: 10/20/2018
Insured: Yards and Gardens
Date of Birth: 02/10/1989
Dominant Hand: Right
Diagnosis: Paraplegia-Complete
Concussion
Neurogenic Bladder
Neurogenic Bowel
Anxiety
Depression
Fracture Clavicle
Fracture Sternum
Fractures, multiple, Ribs
Fracture Thoracic Spine
Dental Fractures
Pneumothorax-Resolved
Pneumonia-Resolved
ICD-10: G82.21
S06.0X0A
N31.9
K59.2
F41.9
S42.01

S22.20XA

S22.49XA

S22.0

S02.5XXA

Medicare Eligible: Medicare Beneficiary

Current Work Status/ Current Physical Capabilities:

The claimant is currently not working.

Last Office Visit: 11/14/18 with Penn Medicine Trauma Unit-to return on an as needed basis.

12/17/18 appointment with Dr. Ahn, MD, Orthopedics, canceled.

05/08/19 with Dr. Chen, MD, Thoracic Surgery.

05/22/19 with Dr. Razza, MD, Rib/Sternal Surgery.

07/22/19 with Dr. Calder, MD/Dr. Abramoff, MD.

07/24/19 at 12:00 pm, with Dr. Padhye, MD, Bryn Mawr Rehabilitation Hospital.

03/19/20 with Dr. Abramoff, MD, Pain Management – canceled 2nd virus.

03/31/20 with Dr. Mehta, MD, Left Hip Surgery.

07/01/20 with Penn Good Shepherd Wheelchair Clinic.

04/26/21 with Dr. Kovell, MD, Urology.

05/03/21 IME with Dr. Farole, DMD.

06/29/21 with Dr. Nardella, MD, Wound Care.

07/19/21 appointment with Dr. Abramoff, MD, Pain Management.

Next Office Visit: 10/18/21 at 1:30 p.m. with Dr. Abramoff, MD.

11/01/21 at 11:00 am with Dr. Kovell, MD.

To return on an as needed basis with Dr. Nardella, MD, Wound Care.

Current Medical Provider(s):

Rajendra Padhye, MD Physiatrist

Bryn Mawr Rehabilitation Hospital

414 Paoli Pike

Malvern, PA 19355 1-484-596-5400

Jaimo Ahn, MD Orthopedics (Clavicular Surgeon)

Penn Presbyterian

3737 Market Street 7th floor

Philadelphia, PA 19104 1-800-789-7366

H. Isaac Chen, MD Neurosurgery (Thoracic Surgeon)
Penn Presbyterian
3737 Market Street 8th floor
Philadelphia, PA 19104 1-215-662-3487

Samir Mehta, MD Orthopedic Trauma Surgeon (Left Hip Surgeon)
Penn Medicine
3737 Market Street 7th Floor
Philadelphia, PA 19104
1-215-662-3340

Shariq Razza, MD (Sternal/Rib Surgeon)
Penn Medicine
3737 Market Street 4th Floor
Philadelphia, PA 19104
1-800-789-7366

Guy Nardella, MD/R. Michael McClellan, MD Plastics and Reconstructive Surgery (Sacral
Decubitus)
Riddle Hospital Wound Center (Rothman Building)
1118 West Baltimore Pike
Suite 100
Media, PA 19063
1-484-227-8370

Bryn Mawr Hospital, E-Wing Ground Floor
130 South Bryn Mawr Avenue
Bryn Mawr, PA 19010
1-484-337-8820

*Benjamin Abramoff, MD (Physiatrist)/Stephen Hampton, MD/Franklin Cauldera. DO. (Rehab
Physiatry and Pain Management)
Penn Medicine Rittenhouse
First Floor
1800 Lombard Street
Philadelphia, PA 19146 1-800-789-7366 *Treating Rehab physician.
Phone: Physician's direct Cell Number: 1-215-893-2660/Office Phone: 1-215-893-2600

Robert Caleb Kovell, MD (Urologist)
Penn Medicine Washington Square
19th Floor
800 Walnut Street
Philadelphia, PA 19107 1-800-789-7366

Robert Paolino, DMD Oral Surgeon
Oral Facial And Dental Implant Surgery Center
15 Regency Plaza
Glen Mills, PA 19342 Phone: 610-459-4179

Richard Dimonte, Jr. DO Family Physician
Front Street Family Medicine
112 W Front St Fl 1
Media, PA 19063 Phone: (610) 566-1881

Target RTW Date per Official Disability Guidelines (ODG):

617 days (07/04/2020), with complicating factors.

Explanation of ODG Target RTW Date:

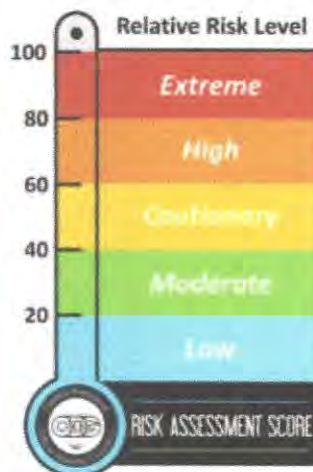
The target RTW date was obtained using the ICD-10 codes G82.21, S06.0X0A, N31.9, K59.2, F41.9, S42.01, S22.20XA, S22.49XA, S22.0 and S02.5XXA, for the very heavy job classification and calculated from the date of injury.

Maximum Number of Disability Days for this Claim:

Maximum

617 Days

Current Risk Score per ODG: 93.38



Comorbidities/Confounding Factors Influencing Risk Score in this Claim:

- Depression/PTSD/Psychosocial
- Legal Representation
- Opioids
- Substance Abuse
- Smoker
- Surgery or Hospital Stay

Appropriateness of Treatment to Date per ODG:

Per the ODG, the current treatment consisting of admission to the trauma intensive care with related intensive treatment, placement of chest tubes, multiple X-rays, CT scans, MRI(s), surgeries, medications, wound care, in-patient Rehab physical and occupational therapies and out-patient physical therapy are appropriate.

Health Care Provider Projections for MMI:

We have yet to be provided with an estimate as to when the claimant is expected to reach MMI.

Health Care Provider Projections for RTW:

- **Full Duty:** Not at this time.
- **Modified Duty:** Not at this time.

RTW Coordination with the Insured:

Contact has been maintained with the business partner of the Insured, 'Sharon' for Mr. Andrew Forson of the Insured, via e-mail transmission with attachments, for claimant status and appointment updates. We had been informed as to the Insured unable to answer the phone at the time of our call.

Pre-Injury Job Title/Classification: Tree Climber/Heavy

Pre-Injury Job Description Received: No, as claimant is paraplegic

Full Duty Job Available When Released:

As the claimant is a paraplegic, he will not be able to return to his pre-injury job.

Job Description Provided to:

- **Physician:** No
- **Physical Therapy:** No
- **Other:** No

IW Perception of RTW:

Mr. Collins verbalized anticipating a return to some type of work, hopefully related to arboriculture.

Assessment:

Current Medical Status:

The claimant is two years and nine months post-injury on (10/26/18) resulting in (Paraplegia-Complete), (Concussion), (Neurogenic Bladder), (Neurogenic Bowel), (Anxiety), (Depression), (Fracture Clavicle, Sternum, multiple Ribs), (Thoracic Spine), (Dental Fractures), (Pneumothorax-Resolved), (Pneumonia-Resolved).

*Other hospital admissions: Penn Presbyterian Hospital ICU on (12/14/18) for a UTI; Bryn Mawr Hospital on (01/30/19) for a sacral decubitus infection; Penn Presbyterian Hospital Left Hip Excision of Heterotopic Ossification, (02/18/19); Riddle Memorial Hospital on (08/13/19), for rectal bleeding and Sacral/Coccyx Osteomyelitis with surgery; Re-admission to Riddle Memorial Hospital for IV anti-biotics for Sacral Osteomyelitis, (08/29/19); Crozier Psychiatric Unit on 12/12/19; Penn Presbyterian Hospital for removal of left hip Heterotopic Ossification, (03/16/20); Re-admission to Penn Presbyterian Hospital for infected hematoma left hip incision with I&D, (04/06/20); Riddle Memorial Hospital for I&D Sacral Decubitus Stage IV, with IV Anti-biotic therapy (05/17/20); Dental extractions for Implant placement with Dr. Paolino, DMD (10/08/20).

We had been previously informed by Mr. Collins as to his having changed his legal representative from Barbara Parson, Esquire of Law Firm, to Seth Bowman, Esquire of Law Firm. We were requested to contact the attorney's team as to whether or not they would also like to be copied in all communication between the Claim Handler and the NCC, with our having been directed to cease communication with Mr. Collins. The claimant rescinded the attorney's order, as he stated that he would like for the NCC to remain involved with all care.

Contact has been maintained with Mr. Collins via telephone and voice message, as to his medical status and for appointment confirmation. We had experienced some difficulties in communicating with Mr. Collins with regard to transportation scheduled through KeyScripts for his physical therapy appointments, eventually having been able to confirm that the claimant continued to need the wheel chair services, communicating this to the staff of KeyScripts. The 07/19/21 appointment with Dr. Abramoff was confirmed.

Following telephone confirmation of the 07/19/21 appointment with the staff of Dr. Abramoff, we met with Mr. Collins on 07/19/21, in the Philadelphia, PA office of Dr. Abramoff, MD, with regard to the paraplegia. Mr. Collins reported his pain level as a number three to four, on a pain scale of one to ten. He reported a sharp, stabbing pain in the middle of his back/thoracic region, increasing at night. Mr. Collins also reported that he had no further issues with his sacral

decubitus. The claimant had verbalized having spasms in his stomach, which were worse in the morning. He has had no difficulties performing his ADL's independently. There has been an increase in sensation in the groin area, with painful spasms in his right lower extremity more so than his left, groin and hips. With the claimant's permission, we were allowed into the examination room.

Dr. Abramoff stated that Mr. Collins looked well and has made an excellent recovery. He believed that the muscle spasms in his stomach area may be due to the fact that the claimant was doing more; he is physical therapy three times a week. Dr. Abramoff recommended Baclofen 5 mgs. every eight hours for spasms as needed and if they worsened, he was to contact Dr. Abramoff. The Baclofen will help preserve the muscle mass. Mr. Collins reported that he can now feel when he has to evacuate his bowels and he experienced no further urinary tract issues, no longer ingesting the Hiprex. A conversation ensued regarding his wheelchair as he had lost more weight and will need to have the wheelchair evaluated at the wheelchair clinic. There was a discussion regarding a script for modifications for his vehicle, will this need to be accomplished as soon as possible. Dr. Abramoff did a recertification for his Medical marijuana.

At this appointment, Dr. Abramoff administered 600 mgs. Botox with ultrasound guidance. This was accomplished in order that the physician would be able to see the movement of the spasm and place the needles in the appropriate places. The hamstrings were completed first, then the quadriceps. Finally trigger point injections were administered to three identified areas of his back to relieve the stabbing back pain. Dr. Abramoff will see him again in three months for the same regime. Mr. Collins reported that following the trigger point injections, he had immediate pain relief. Mr. Collins returns on 10/18/21 at 1:30 p.m.

As Mr. Collins had requested the scheduling of ongoing wheel chair transportation for all upcoming physical therapy appointments, subsequent communication had been maintained with the staff of Penn Medicine/Good Shepherd Physical Therapy via telephone and e-mail transmission with attachments, for obtaining dates and times for PT sessions, subsequently providing to KeyScripts for the scheduling of transportation to and from appointments.

Multiple contacts had been maintained with the staff of KeyScripts via telephone, voice message and e-mail transmission with attachments, for transportation scheduling, DME(s) concerns, the need to pursue vehicle modifications and physical therapy updates. Mr. Collins had previously canceled several wheel chair transportation services as the transportation group had arrived late, having his mother transport him to and from those appointments. We had been updated as well as to missed physical therapy appointments.

In ensuing communication with Mr. Collins, we had been requested to inquire as to his having been unable to obtain his prescription for Viagra. We contacted KeyScripts, having been updated by SWIF nurse Ms. Lynn as to the need to obtain medical records confirming the necessity of the medication.

Contact had been maintained with the staff of Dr. Kovell, Urologist, as to same, with our having received the 02/14/2020 appointment note, subsequently forwarded to Ms. Lynn via e-mail transmission with attachments.

The Investigator has remained apprised of all medical appointments and the claimant's status via e-mail transmission with attachments.

Current Treatment Plan – Coordination of Care Issues:

Attend the 10/18/21 appointment with Dr. Abramoff, MD.

Attend the 11/01/21 appointment with Dr. Kovell, MD.

Schedule and attend an appointment with James Reynolds, GI physician.

Out-patient physical therapy with Penn Medicine Good Shepherd.

KAFO braces to be worn according to scheduled.

Home Exercise Program (HEP) with home machines, specifically in-home parallel bars.

Analgesics and related medications as prescribed.

Coordination of services with KeyScripts.

Injured Worker's Perception of Health Care Needs/Current Status:

Mr. Collins reported being currently pleased with all medical care received.

Pain Scale: (3) to (4)/(1) to (10)

Acceptable Pain Level per IW: (1)/(10)

Current Medications:

Medications Related to the Work Injury:

Tylenol 650 mg. every four hours as needed (Anti-inflammatory).

Neurontin 900 mg. three times per day (Anti-seizure medication).

Colace 100 mg. twice a day (Stool Softener).

Medical Marijuana as directed. (Herb used for medicinal purposes).

Robaxin 750 mgs. five times per day. (Muscle Relaxant).

Famotidine dosage 20 mgs. as needed. (Histamine 2 Blocker).

Valium 5 mgs. one to two times per day. (Anti-spasmodic).

Viagra 100 mgs. one half to one tablet as needed. (Phosphodiesterase (PDE) I SR Inhibitors).

Maalox as directed. (Ant-acid).

Medicinal Marijuana as directed. (Anlagesic).

Hiprex 1 Gm. twice a day. (Urinary anti-infective). (Is no longer ingesting).

Baclofen 5 mgs. every eight hours as needed. (Muscle Relaxant).

Medications Unrelated to the Work Injury:

No unrelated medications.

Pain Management Contract in Place with Provider: No

Last Urine or Saliva Drug Screen Date: 02/18/20

Medication Reconciliation:

Medications were reconciled at the 05/18/20 appointment.

Barriers:

Return to Work Barriers: Heavy job classification

Medical Recovery Barriers: Complete paraplegic, now questionable as Mr. Collins has been ambulating with the use of KAFO braces.

Safety Issues: None identified at present as the claimant is now in his own home, which is handicapped accessible.

Issues to be Resolved:

Generalized pain

Severe headaches

Muscle Spasms

Paraplegia

Altered ADL's

Limited bilateral upper extremity range of motion and strength

Neurogenic bowel and bladder issues

Skin integrity – left sacral decubitus/Resolved

Concussion with visual changes

Dental fractures

Depression

Anxiety

Action Plan/Implementation:

- Attend the 10/18/21 appointment at 1:30 pm, with Dr. Abramoff, MD, to address medical and vocational issues.
- Schedule an appointment with Dr. Reynolds to address GI issues - pending.
- Attend the 11/01/21 appointment at 11:00 am, with Dr. Kovell, MD, to address bladder function, including UTI symptoms and C&S follow up.
- Maintain contact with the claimant weekly to remain apprised as to his medical status, pain level and coping status.

- Maintain contact with the Insured as warranted and explore modified duty options.
- Maintain contact with healthcare as warranted.
- We will keep the Investigator apprised of all significant case management activity and outcomes.

Sincerely,

HOOVER REHABILITATION SERVICES, INC.

Nurse Case Coordinator

Medical Services Supervisor



Date: August 3, 2021

To: Claim Handler
Insurance Company

From: Hoover Nurse, RN, CCM
Nurse Case Coordinator

Note: Name and identifying information have been changed for confidentiality Purposes.

STATUS REPORT

Name: Beth Harman
Claim No: 03152955
Hoover File No: H-ME-180547271N0218-MED
Date of Injury: 2/15/2018
Last Date Worked: 2/15/2018
Insured: Employer Company
Date of Birth: 6/10/1987
Diagnosis/ICD-10: Burn, Second Degree Left Forearm (T22)
Burn, Second Degree Abdomen (T21.22)
Burn, Second Degree Left Breast (T21.21)
Open Displaced Fracture Left 5th Phalanx (S62.317)
Resolved Diagnoses: Corneal Abrasions, Bilateral Eyes (S0.50)
Ruptured Tympanic Membrane, Left Ear (H72.92)
Medicare Eligible: No

Current Work Status/ Current Physical Capabilities:

The injured worker (IW) is not currently working as she is not released in any capacity by her physicians.

Last Office Visit: 7/30/2021 with Lorraine Dillon, PA-C
3/12/2021 with Dr. Miller
10/13/2020 with Dr. Gieringer

Next Office Visit: 8/19/2021 at 12:30 PM with Dr. Parikh
8/27/2021 at 1:15 PM with Ms. Dillon
10/13/2021 at 3:00 PM with Dr. Borne for IME
To be scheduled with Dr. Miller following FCE
To be scheduled with Dr. Gieringer for 10/2022
Weekly visits with Dr. Ring
Monthly visits with Jane Reichert, CRNP, for medication review

Current Medical Providers:

Randolph Wojcik Jr., MD, Plastic and Reconstructive Surgeon

Lorraine Dillon, PA-C

Nathan Miller, MD, Orthopedic, Plastic, and Reconstructive Surgeon

LVPG Plastic and Reconstructive Surgery

1243 Cedar Crest Boulevard Suite 301

Allentown, PA 18103

Phone: (610) 402-4375

Timothy E. Ring, EdD, Psychologist

HearthFire Psychology

4 Park Plaza

Suite 302A

Wyomissing, PA 19610

Phone: (610) 823-7799

Janice Reichert, CRNP

Berkshire Psychiatric and Behavioral Health Services, PC

716 Park Road

Suite 1

Wyomissing, PA 19610

Phone: (610) 375-0544

Anant Parikh, MD, Pain Management Specialist

LVPG Advanced Spine Center-Hausman Road

798 Hausman Road

Suite 100

Allentown, PA 18104

Phone: (610) 402-3300

Michael Borne, MD, IME Physician/Reconstructive Plastic Surgeon

2295 South George Street

York, PA 17403

Phone: (717) 741-9599

Christine Gieringer, OD, Optometrist

Eye Consultants of PA

Granite Point Drive

Wyomissing, PA 19610

Phone: (610) 378-1344

Brian Bora, MD, Psychiatrist, IME Physician
2132 S. 12th Street
Suite 406
Allentown, PA 18103.
Phone: (717) 901-4225

Target RTW Date per Official Disability Guidelines (ODG): 3/30/2022

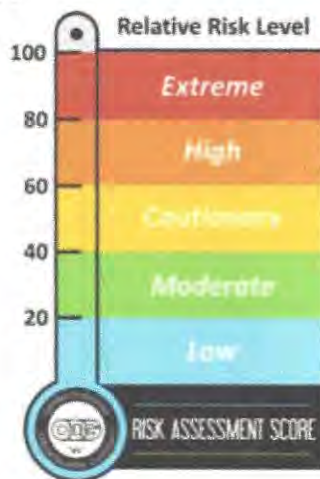
Explanation of ODG Target RTW Date:

We obtained the target RTW date using the IW’s diagnoses and calculating from the date of injury with the inclusion of the identified confounding factors.

Maximum Number of Disability Days for this Claim: 286 Days

This is the maximum number of disability days anticipated for RTW.

Current Risk Score per ODG: 82.68



In providing a Risk Assessment, the ODG also considers “Confounding Factors,” which when added to the available claim information, determine a resolution risk factor, which could turn a typical case into a high-risk case, including probable increases in claim costs. These factors include the presence of depression, diabetes, hypertension, obesity, opioids, smoking, substance abuse, surgery or hospital stay, and legal representation. The above factors measure the relative risk level for each claim at intake and again when new information becomes available.

Comorbidities/Confounding Factors Influencing Risk Score in this Claim:

- Depression/PTSD/Psychosocial
- Legal Representation
- Surgery 6/17/2021

Appropriateness of Treatment to Date per ODG:

The appropriateness of treatment to date per the ODG remains as documented in our previous reports.

Health Care Provider Projections for MMI:

We have yet to obtain from the treating physician, Dr. Wojcik, an estimation as to MMI.

Health Care Provider Projections for RTW:

- **Full Duty:** Unknown at this time, pending further surgeries.
- **Modified Duty:** Unknown at this time, pending further surgeries.

RTW Coordination with the Insured:

We had no contact with Anthony Capella, position with the insured unknown, during this reporting period.

Pre-Injury Job Title/Classification: Pyrotechnic Chemist/Heavy

Modified duty Available: Yes

Pre-Injury Job Description Received: Yes

Full Duty Job Available When Released: Yes

Job Description Provided to:

- **Physician:** Yes
- **Physical Therapy:** No
- **Other:** No

IW Perception of RTW:

Ms. Harman stated, due to her psychological trauma, she cannot imagine returning to work at this time.

Last IME: 2/28/2020 with Dr. Bora
Scheduled with Dr. Borne for 10/13/2021

Assessment:

Current Medical Status:

The IW is 3 years, 5 months, and 13 days status post her work related injuries. She is 2 years, 11 months, and 11 days status post revision of the graft site, scars, nodules and flap on 8/23/2018. The IW is 2 years, 7 months, and 24 days months post left small finger MCP

capsulotomy of the edematous area as well as revisions of the fifth finger and forearm incisions on 12/10/2018. She is 2 years, 1 month, and 23 days post excision of the left volar forearm donor site scar, debulking of the left hand reverse radial forearm flap with direct skin, and fat excision and local tissue flap readvancement on 6/11/2019. It has been 1 year, 7 months, and 3 days post excision of the left volar hand and small finger, closure of the left volar hand wound with three separate z-plastics, left small finger PIP open capsulotomy, and manipulation of left small finger MCO and DIP joints on 12/31/2019. She is 1 year and 11 days post serial excision scars left forearm and left breast re-advancement flap, and left small finger neuroma excision on 7/23/2020. The IW is 8 months and 115 days post removal of hardware left small finger, extensor tenolysis, PIP fusion, dorsal MCP capsulotomy and excision of the left forearm scar on 11/19/2020. Ms. Harman is 1 month and 17 days status post a painful keloid scar revision to her left forearm on 6/17/2021.

We maintained communication with Ms. Harman during this reporting period. The IW's attorney, Gloria Teppich, Esquire, has not restricted our contact to date.

We received confirmation from KeyScripts of the referral request for tape and silicone sheets.

At the IW's request, we referred to KeyScripts to request alcohol prep pads.

We contacted IMX Medical Management to confirm the IME we were notified by the investigator was scheduled for 7/13/2021. We were informed the IME was scheduled for 10/13/2021 at 3:00 PM. We contacted Dr. Borne's office directly and confirmed the same.

We notified the IW, the claim handler, and Attorney Teppich of the IME details. We requested the investigator provide the IW with a new letter regarding the IME.

We notified KeyScripts to reschedule transportation for the IW and her mother for the IME to 10/13/2021 at 3:00 PM. We copied the investigator and the IW on the same.

We were notified by Ms. Harman, on 7/19/2021, she had contacted Ms. Dillon requesting an antibiotic as, and "This is a normal thing for my body to reject/dissolving stitches trying to push out, causing this."

As Ms. Harman informed us she is unable to wrap her left forearm to keep the silicone sheeting in place in summertime weather, she requested burn netting #5. We referred the request to KeyScripts. We copied the IW and Attorney Baumbach, as she was on the email request from the IW, on the same.

We confirmed the 7/30/2021 appointment and our attendance with Ms. Harman; she informed us the office had misinformed us of the time of the appointment.

We contacted KeyScripts and updated them on the change in the transportation request on 7/30/2021 from 3:00 PM to 1:00 PM.

We confirmed the 7/30/2021 appointment and our attendance with LVPG Plastic and Reconstructive Surgery.

On 7/30/2021, after confirming the appointment with both the Injured Worker (IW) and the provider's office, we travelled to Allentown, PA and the office LVPG Plastic and Reconstructive Surgery and Lorraine Dillon, PA-C. Upon our arrival, we were notified that the IW had already been examined and had left the premises. We did speak with staff and the PA-C agreed to meet with us to discuss the examination findings. We were escorted to an examination room and waited for a period to meet with Ms. Dillon. The provider indicated that Ms. Harman was progressing well following the surgical excision and Z-plasty of the left forearm. The provider indicated that Ms. Harman had called the office on 7/19/21 indicated there had been some drainage, and Keflex was ordered. Ms. Dillon indicated the area seemed to be healed well at today's visit. She could not project MMI as she indicated that the surgeon, Dr. Wojick would need to address that. There may be more procedures needed in the future, but the provider would not elaborate. The IW was told to return for re-evaluation on 8/27/21 at 1:15 PM. We obtained the documentation from the visit and left the premises.

We notified the investigator of the appointment outcome.

We referred transportation for the 8/27/2021 follow up appointment to KeyScripts. We copied the claim handler and the IW on the same.

We provided Attorney Teppich with a brief summary of the 7/30/2021 appointment outcome via email.

Current Treatment Plan – Coordination of Care Issues:

Surgical incision care

Follow up with Dr. Miller once FCE is completed

Psychology sessions weekly

Monthly medication review with CRNP

Home exercise program

Transportation for the IW and her mother via KeyScripts as previously authorized by the investigator.

Injured Worker's Perception of Health Care Needs/Current Status:

Ms. Harman had reported being pleased with all current medical care. She remains concerned regarding future surgeries and the rehabilitation following them.

Pain Scale: Not quantifiable to "excruciating"

Acceptable Pain Level per IW: 1/10

Current Medications:

Medications Related to the Work Injury:

Gabapentin 800 mg three times per day. (Anticonvulsant used for neurogenic pain).

Xanax XR 2 mg daily (benzodiazepine)

Seroquel 300 mg at bedtime as needed (antipsychotic)

Hydrocortisone ointment topically as needed (topical corticosteroid)

Klonopin 0.5 mg twice daily (benzodiazepine)

Over-the-Counter (OTC) Advil or Motrin as needed for pain (NSAID)

Topamax 50 mg twice daily (anticonvulsant used to treat Bipolar Disorder)

Celexa 40 mg daily (selective serotonin reuptake inhibitor)

Medications Unrelated to the Work Injury:

Juleber daily (oral contraception)

Allegra OTC as prescribed daily in the morning (antihistamine)

Benadryl OTC twice daily (antihistamine)

Allergy injections every 2 weeks

Pain Management Contract in Place with Provider: No

Last Urine or Saliva Drug Screen Date: Unknown

Medication Reconciliation:

The IW's medications are reconciled at her medical appointments.

Barriers:

Return to Work Barriers:

Psychological issues related to her work injury.

Medical Recovery Barriers:

The IW's painful keloids to the left forearm may reappear and require more surgery.

Safety Issues:

The IW is at risk for infection related to her surgical incision. She is cognizant of the same.

Issues to be Resolved:

Ongoing pain and debility.

Schedule the FCE following discharge from Dr. Wojcik.

Action Plan/Implementation:

1. Attend the appointment on 8/19/2021 appointment with Dr. Parikh and Ms. Harman.
2. Attend the appointment on 8/27/2021 appointment with Ms. Dillon and Ms. Harman.
3. Attend the 10/13/2021 IME with Dr. Borne and Ms. Harman.
4. Communicate with Ms. Harman periodically.
5. Communicate with the IW's attorney as needed.
6. Communicate with the medical providers as needed.
7. Keep the investigator apprised of all significant case management activity and outcomes.

Sincerely,

HOOVER REHABILITATION SERVICES, INC.

Nurse Case Coordinator

Medical Management Supervisor

Encl: Toll receipt 7/30/2021

LIMITED ASSIGNMENT REPORT



Date: June 30, 2021

To: Susan Jones, Adjuster
Insurance Carrier

From: Hoover Nurse Case Coordinator, RN, CCM
Nurse Case Coordinator

Note: All names and identifying information have been changed for confidentiality purposes.

LIMITED ASSIGNMENT REPORT

Name: Robert Bannon
Claim No: 52418913
Hoover File No: H-ME- 06253003R0621-MED
Date of Injury: 02/19/2016
Last Date Worked: 02/19/2016
Insured: Valley Mechanical
Date of Birth: 6/19/1955
Diagnosis: Chronic Pain Syndrome (G89.4)
Opioid Dependence (F11.20)
Radiculopathy, Lumbar Region (M54.16)
Myalgia (M79.18)
Low Back Pain (M54.5)
Degeneration of Lumbar Intervertebral Disc (M51.36)
Paravertebral Muscle Spasm (M62.830)

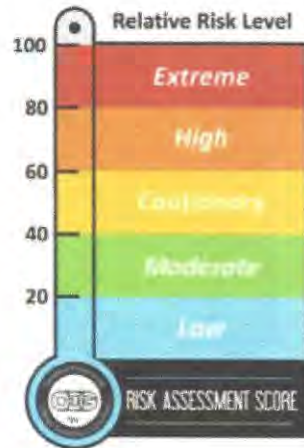
Referral Reason:

The Nurse Case Coordinator was requested by the carrier to assist the Injured Worker in admission to an inpatient drug rehabilitation facility. The referral specified that the preferred facility would be one that tapers or weans medications.

Injury Description:

Mr. Bannon was reportedly injured on 2/19/2016; his injury(s) are known by the carrier and adjuster. The IW is 5 years, 4 months, and 11 days status post his work-related injury(s).

Maximum Number of Disability Days for this Claim: 690 Days



Current Risk Score per ODG: 96.35

In providing a Risk Assessment, the ODG also considers “Confounding Factors,” which when added to the available claim information, determine a resolution risk factor, which could turn a typical case into a high-risk case, including probable increases in claim costs. These factors include the presence of depression, diabetes, hypertension, obesity, opioids, smoking, substance abuse, surgery or hospital stay, and legal representation. The above factors measure the relative risk level for each claim at intake and again when new information becomes available.

Comorbidities/Confounding Factors Influencing Risk Score in this Claim:

- Depression/PTSD/Psychosocial
- Legal Representation
- Opioids > 30 Days
- Diabetes
- Obesity
- Substance Abuse
- Hypertension
- Surgery

Treatment to Date:

The IW’s history is lengthy and complex and is known to the carrier. There has been concern ongoing about the IW’s medication regimen with the ingestion of large doses of opiates orally.

Current Medical Status and Treatment Plan:

- The IW continues to ingest narcotics at a level that is concerning to the carrier, the injured worker, his attorney, and an IME physician.
- Prior admission to inpatient drug rehabilitation on 1/30/2020 with discharge status post fall on 1/31/2020.

- Follow up with Joseph Allen, M.D., Pain Management, for trigger point injections and pain medication reductions.

Current Work Status: The injured worker is currently not working.

Summary of Activity:

We previously contacted Attorney Thomas Ackerman, for the IW, to obtain permission to contact Mr. Bannon. Attorney Ackerman stated we were requested to speak with Mrs. Bannon, after 6:00 PM, in an effort to assist the injured worker back into inpatient drug rehabilitation. As previously, Attorney Ackerman requested updates on the status of our efforts.

We communicated with the adjuster during this reporting period. She had previously requested we copy Harold Weible, Claims Examiner, and Lisa Reynolds, defense counsel, on all emails.

We communicated with Joseph Rand, Ph.D., an addiction recovery specialist, who was able to identify a facility in Pennsylvania which offers weaning of medications. The facility he identified was The Recovery Center. We notified the carrier and the requested contacts of the information.

We contacted The Recovery Center and spoke with Susan Jones, an intake specialist. She confirmed the facility did have a weaning program at a cost of \$36,000.00-48,000.00. The weaning program lasts from 30-45 days and then the patient would transition into inpatient rehabilitation at an additional cost. Ms. Jones contacted us following speaking to her team and medical director, indicating the team believed they could help the IW with the weaning program and inpatient rehabilitation. We subsequently forwarded the information and records regarding Mr. Bannon, and Ms. Jones informed us the medical director would contact us directly.

We communicated with Brian Alberts, M.D., Medical Director with The Recovery Center, who requested to have Mr. Bannon evaluated in his Philadelphia, PA, office. Following discussing with Mrs. Bannon and rescheduling twice, we confirmed instead, an agreed-upon Zoom conference for 6/25/2021 at 4:30 PM with Dr. Alberts. We notified Mrs. Bannon, Attorney Ackerman, the adjuster, and copied the requested contacts. Attorney Ackerman did not feel it necessary to attend.

We participated in the Zoom meeting with Dr. Alberts and Mr. Bannon accompanied by his wife, Jennifer Bannon. It was determined that the injured worker is not currently ready for inpatient rehabilitation, as he is having a procedure in the upcoming weeks for his non-work-related venous insufficiency which has caused a chronic cellulitis.

Dr. Alberts requested operative reports, at least the last one, and previously requested documentation from the previous drug facility stay. He would like a fill report on medications to confirm what medications Mr. Bannon is obtaining from the pharmacy. Dr. Alberts also requested a Zoom meeting following the IW's non-work-related procedure and his review of the documentation.

We notified the adjuster and the requested contacts of the outcome of the Zoom meeting.

We requested and reviewed a pharmacy claim history report from KeyScripts for dates up to 1/1/2020.

We also contacted Dr. Allen's office and received office notes from 12/14/2020 through 6/7/2021.

We also requested the last operative report and office note. We await receipt of the same.

We were directed by the carrier not to provide any documentation to Dr. Alberts until a consent to release information is signed by Mr. Bannon.

We emailed claimant counsel, Attorney Ackerman to follow up on the consent to release medical records and requested that Mr. Bannon obtain the requested medication fill report since 1/1/2020 from his pharmacy.

Action Plan/Implementation:

1. Await receipt of claimant consent from Attorney Ackerman, to allow us to provide Dr. Alberts the additional requested medical records.
2. Obtain last operative report.
3. Once records provided to Dr. Alberts, schedule follow up interview with the IW and the medical director.
4. Update the IW's attorney as requested.

Sincerely,
HOOVER REHABILITATION SERVICES, INC.

Nurse Case Coordinator

Nurse Case Coordinator Supervisor

MEDICARE SET-ASIDE REPORT

Medicare Set-Aside Report (Identifying Altered for Confidentiality Purposes)

Mark Jones (SSN: xxx-xx-xxxx/HIC#: xxxxxxxx-xxxx-xxxx)

Medicare Set-Aside Report: Mark Jones

Injured Worker	Mark Jones	Insurance Carrier	Insurance Carrier
Address	Claimant Address	Address	Carrier Address
Phone Number	(724) 248-9954	Phone Number	(215) 547-8947
S.S. Number	xxx-xx-xxxx	Insurance Carrier Claim Handler	Adjuster Address and email address
HIC Number	xxxxxxxxxxxxxx	Claim Number	1235478
Date of Birth	8/6/1961	Date of Injury	4/7/2011
Current Age	59 years old	State of Jurisdiction	Pennsylvania Workers' Compensation Claim
Life Expectancy^a	24.1 remaining lifetime years	Employer	Employer Name and Address
Rated Age^b	Median Rated Age 61 Years	Telephone	(215)5 45-6587
Life Expectancy^c	22.6 remaining lifetime years	Carrier Attorney	Attorney Name
Beneficiary's Attorney	Attorney Name, Esquire Law Firm	Address	Attorney Address
Address	Law Firm Address	Telephone	(215) 656-8520
Telephone	(215) 555-8756	Conditional Payment Inquiry	<i>If Medicare makes conditional payments or has outstanding liens concerning treatment for Mr. Jones's compensable injury, then expenses must be reconciled and reimbursed to Medicare.</i>
COBC Notification-MSP Record	<i>Carrier Responsibility</i>	ICD-10 Codes	-S33.5XXA – Lumbar sprain/strain -M51.36 – Lumbar degenerative disc disease -S23.3XXA – Thoracic sprain/strain -M51.34 – Thoracic degenerative disc disease
Related Diagnoses	While working as a bread oven operator, claimant sustained an injury while pulling large bread dough baking pans which had jammed, out of an industrial oven, resulting in related diagnoses appearing under ICD-10 codes.	Medicare Status	Medicare Beneficiary
Social Security Disability Status	SSDI Beneficiary	Proposed MSA Allocation	Medications - \$16,167.86 Medical Services - \$31,099.82 Total Allocation - \$47,267.68 Seed: \$4,182.98 Minimum Annual Deposit: \$1,994.66
Proposed Settlement Agreement	Compromise & Release agreement – Resolution of indemnity claim by ORDER of Judge Name - \$80,000.00 (Circulation Date 3/17/14 - \$65,600.00 to claimant and \$14,400.00 to claimant counsel). Compromise & Release Agreement by stipulation pursuant to Section 449 of the WC Act to settle indemnity benefits <i>only</i>	Administrator	Professional Administration -Ametros
Method of Administration	Professional Administration - Ametros	Date of Report	5/26/21
Prepared By	Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC		

Medicare Set-Aside Report (Identifying Altered for Confidentiality Purposes)

Mark Jones (SSN: xxx-xx-xxxx/HIC#: xxxxxxxx-xxxx-xxxx)

Footnote a: Life Expectancy – National Vital Statistics Reports- “United States Life Tables, 2018” Volume 69, Number 12, November 17, 2020 (U.S. Department of Health and Human Services/Centers for Disease Control and Prevention) – **Table 1- Total Population – 24.1** remaining lifetime years.

Footnote b: Rated Age – Pacific Life – 61 years; Prudential – 59 years; New York Life – 62 years; MetLife – 59 years; (Median Rated Age 61 years). All rated ages obtained are subject to CMS policy and the following statement. All rated ages would also be submitted to CMS/Coordination of Benefits Contractor at the time of MSA submission.

NOTE: “ALL rated ages obtained on this claimant are included.”

CMS Required Rated Age Statement – Rated Age (RA) Certification:

“Our Organization certifies that all rated ages we have obtained and/or have knowledge of regarding this claimant, and generated at any time on or after the Date of Incident for the alleged accident/illness/injury/incident at issue, have been included as part of this submission of a proposed amount for a Workers’ Compensation Set-Aside Arrangement (WCMSA) to the Centers for Medicare & Medicaid Services.”

Footnote c: Life Expectancy – National Vital Statistics Reports- “United States Life Tables, 2018” Volume 69, Number 12, November 17, 2020 (U.S. Department of Health and Human Services/Centers for Disease Control and Prevention) – **Table 1- Total Population – 22.6** remaining lifetime years – **BASED UPON A MEDIAN RATED AGE OF 61 YEARS.**

Introduction:

Insurance Company referred Mr. Jones’ claim to prepare a WCMSA for CMS review and consideration regarding disposition of this claim.

Records Reviewed:

NOTE: Please reference the attached **Medical Records Reviewed** for a summary of records utilized in preparing this Medicare Set-Aside Cost Projection report. This information is also available in **35-Medical Records:**

Medicare Set-Aside Report (Identifying Altered for Confidentiality Purposes)

Mark Jones (SSN: xxx-xx-xxxx/HIC#: xxxxxxxx-xxxx-xxxx)

Description of Injury (Workers' Compensation):

Mr. Mark Jones is currently a 59-year-old, 5' 10", 220 pound, right-hand-dominant male, who on 4/07/2011, was working as a bread oven operator at *Employer Name*, when he reportedly sustained an injury while pulling large bread dough baking pans which had jammed, out of an industrial oven at work.

Treatment Information:

Mr. Jones was documented for accepted injuries of thoracic and lumbar sprain/strain, with aggravation of lumbar and thoracic degenerative disc disease.

On 4/30/2011, Mr. Jones was seen at the Emergency Room at Torresdale Campus of Aria Health, and examined by Mary McSorely, CRNP. Mr. Jones reported to medical staff that on 4/7/2011, he was under a machine at work pulling out pans and pulled the middle of his back. Then on April 17th he did the same thing, and on April 27th, the claimant was reaching into an oven and pulled his back. Mr. Jones was diagnosed with back sprain and muscle spasm of back. He was prescribed a Tapering dose of Prednisone 10 mg Dosepak (38 tablets), and was discharged with instructions to follow up with Work Health Torresdale Campus, and also Orthopedics at Rothman Institute in 1-2 days.

On 5/16/11, Mr. Jones underwent MRI of the lumbar spine without contrast. The impression of radiologist Davindra Seelagan, M.D. was right paracentral disc protrusion at T12-L1 causing mass effect on the right L1 nerve roots, and mild degenerative central canal stenosis at L2-3 due to broad-based bulging from the ligamentum flavum thickening and facet arthropathy. On that same date, Mr. Jones underwent MRI of the thoracic spine. Dr. Seelagan noted a 3.0 mm central disc protrusion at T9-19 and mild thoracic degenerative type changes.

On 5/23/11, was seen by J. Trachtenberg, D.O. at WorkHealth, with complaints of mid and low back pain at 10/10 on the pain scale, with no improvements since an initial visit on 5/2/11. Dr. Trachtenberg reviewed the results of the 5/16/11 MRI of the lumbar and thoracic spine. He also reported that Mr. Jones had not had an appointment with a spine surgeon. Dr. Trachtenberg's assessment was thoracic and lumbar strain and sprain, and he provided a modified work duty statement, and instructed Mr. Jones to continue his medication (Oxycontin 40 mg twice daily, and Percocet 5-325 mg, as needed). He also reported that Mr. Jones would be set-up for a pain management evaluation.

On 7/26/11, Mr. Jones was examined by Eric A. Williams, M.D., Orthopedic Surgeon. In Dr. Williams' report, he indicated that the claimant had similar symptoms after sustaining a previous work-related injury in 1998 after sustaining a fall. Dr. Williams reported that Mr. Jones had not undergone any formal treatment to date. X-ray were taken, which indicated normal lumbar lordosis, with evidence of anterior osteophyte formation at L1-2, and no spondylolisthesis. Dr. Williams also reviewed the 5/16/11 MRIs. Dr. Williams felt that Mr. Jones had an exacerbation of a pre-existing injury to his thoracic and thoracolumbar junction. He did not feel that Mr. Jones would require surgery, and did not feel he would therefore require orthopedic involvement, but would benefit from 6-12 weeks of conservative treatment, and that he might benefit from

Medicare Set-Aside Report (Identifying Altered for Confidentiality Purposes)

Mark Jones (SSN: xxx-xx-xxxx/HIC#: xxxxxxxx-xxxx-xxxx)

pain management evaluation and treatment. He recommended that Mr. Jones be evaluated by Jeffrey North, M.D., Physiatrist and pain management specialist.

On 8/15/11, Mr. Jones was seen by his Internal Medicine Primary Care Provider (PCP), Fred Singer, M.D., with complaints of back pain. Dr. Singer refilled Mr. Jones's prescription for Endocet 5-325 mg, one tablet every 4 hours and prescribed Oxycontin ER 40 mg, three times daily. Mr. Jones was already reportedly taking Flexeril 10 mg three times daily, which was projected to end on 8/29/11, and Diazepam 5 mg three times daily.

On 8/16/11, Mr. Jones was examined by Jeffrey North, M.D., Physiatrist at MossRehab. Dr. North reported that Mr. Jones was still taking his Oxycontin, Endocet, cyclobenzaprine, and diazepam. Dr. North reported that Mr. Jones had been treated at Rothman Institute for his 1998 injury, and also was treated with hand surgery in 1982, for a right wrist and forearm fracture. Dr. North reported the following impressions: right low back pain; lumbar myofascial pain; lumbar dysfunction; right T12-L1 focal disk herniation; chronic pain syndrome; and thoracolumbar degenerative disk disease. Dr. North recommended a right L1 transforaminal epidural steroid injection under fluoroscopic guidance. He also recommended functional physical therapy, and prescribed Mobic 7.5 mg twice daily. While continuing his current medications. Dr. North performed the right L1 transforaminal epidural steroid injection under fluoroscopic guidance on 8/30/11.

On 9/1/11, Mr. Jones returned to his PCP, Dr. Singer, and reported that he underwent epidural steroid injection, but felt that his pain was worse and more intense. He also reported having physical therapy, but was having difficulty participating.

At Mr. Jones's follow-up examination with Dr. North on 9/13/11, Dr. North recommended repeat epidural steroid injection, continuation of the meloxicam, as well as physical therapy and a home exercise program. He was to follow-up with Dr. North in 2 weeks.

On 10/7/11, Mr. Jones was examined by Samantha Hume, P.A. and Simon Galapo, M.D. at Independence Pain Associates. Dr. Galapo indicated he felt that the claimant's symptoms were consistent with lumbar discogenic disease and radiculopathy. Mr. Jones informed Dr. Galapo that he would like to transition his care from Dr. North to Dr. Galapo, and would like to continue his medication program with Dr. Singer. Dr. Galapo planned to administer right-sided injection therapy at L1 to L3, which was performed by Dr. Galapo on 10/11/11. Dr. Galapo performed selective lumbar nerve root blocks at L4 on the right, L1 on the right, and L2 on the right, and repeated on 11/8/11.

Mr. Jones returned to Dr. Singer on 12/5/11, and expressed a desire to wean off Oxycontin. Dr. Singer prescribed Oxycontin 20 mg twice daily. It appears he continued the Endocet 5-325 every 4 hours and Diazepam 5 mg 3 times daily.

Dr. Galapo examined Mr. Jones on 12/20/11, and reported Mr. Jones had indicated that he had experienced initial improvement with his low back pain, but after 6 weeks, the pain was returning, starting in his right low back, and radiating into his right posterior thigh, leg, foot, and

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right hip. Dr. Galapo recommended repeat selective nerve root block at L1, L2, and L4, to which Mr. Jones agreed. The procedure was performed on 12/20/11.

When the claimant followed-up with Dr. Singer on 12/28/11, he indicated that he had reduced the Oxycontin, and was going to attempt to discontinue all narcotics due to marital dispute regarding him taking high-dose narcotic medications.

On 1/20/12, Mr. Jones was examined by Robert Franklin Draper, Jr., M.D., Orthopedic Surgeon, who opined that Mr. Jones had pre-existing degenerative disc disease unrelated to an injury of 1/6/98, or the 4/7/11 injury, but instead had soft tissue injuries to the lumbar spine.

Dr. Singer examined Mr. Jones on 2/3/12, at which time the claimant expressed experiencing a lot of pain limiting his ability to function. He had reduced his Oxycontin to 10 mg daily, due to recommendations from his gastroenterologist, who felt that that the narcotics were exacerbating his Crohn's condition and GI complaints. Mr. Jones indicated that he would revisit the pain specialist once he had discontinued the Oxycontin.

On 2/14/12, Mr. Jones returned to Dr. Galapo with continuing complaints of pain. After examination, Dr. Galapo discussed the option of Mr. Jones seeing a neurosurgeon for possible surgical intervention versus other interventions.

On 3/8/12, Mr. Jones had repeat MRI of the thoracic and lumbar spine, with similar results to the 5/16/11 MRIs.

Mr. Jones was examined by David Junkin, M.D. at University Orthopaedic Institute on 3/9/12. Dr. Junkin reported that the claimant had previously been treated there for left shoulder difficulties. Mr. Jones indicated that he had not sustained any new injuries, but was experiencing pain similar to that he had previously. It should be noted that the shoulder issue is unrelated to Mr. Jones's 4/7/11 compensable injury. Dr. Junkin felt that the shoulder would benefit from surgery; however, the current back injury was more immediate, while the shoulder was a chronic issue pre-dating his back injury. Dr. Junkin provided a corticosteroid injection.

On 3/13/12, Mr. Jones returned to be examined by Dr. Galapo. Dr. Galapo felt that Mr. Jones was experiencing symptoms from thoracic degenerative disc disease with resultant thoracic radiculopathy and facet arthropathy. Dr. Galapo recommended right thoracic selective nerve root block T8 through T10.

When Mr. Jones returned to his PCP Dr. Singer on 3/23/12, he had continued complaints of pain. He reported that Mr. Jones would be following up with neurosurgery and pain management in the future.

On 3/27/12, Dr. Galapo performed a right-sided T8, T9, and T10 thoracic selective nerve root block. When Mr. Jones was examined by Dr. Galapo on 4/24/12, Mr. Jones apparently reported that he had been seen by Dr. Welch who indicated that Mr. Jones was a candidate for thoracic spine hemilaminectomy and partial discectomy. However, Dr. Welch had explained that the surgery was not 100% guaranteed, and there was no guarantee, and that the pain might become

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worse due to scarring. Dr. Galapo reported that the 3/27/12 injection therapy helped with underlying pain, but with activity, pain increased. Mr. Jones continued to use Percocet on an as-needed basis. At a return exam on 6/12/12, Dr. Galapo indicated that Mr. Jones had seen Dr. Zampini (orthopedic surgeon), and been informed that although the claimant had some arthritis in his hip, most of his pain was due to his thoracic spine. Dr. Galapo indicated that since Mr. Jones could not undergo surgery at that time, that the claimant should continue Percocet on an as-needed basis.

At a 9/21/12 appointment with Dr. Galapo, Mr. Jones noted that Percocet took the edge off his pain, but he was also experiencing pain in his neck and upper extremity. Dr. Galapo opined that Mr. Jones continued to suffer with cervical degenerative disc disease with cervical radiculopathy and facet arthropathy, and recommended cervical MRI. It should be noted that this is unrelated to Mr. Jones's 4/7/11 compensable injury. The cervical MRI of 10/3/12 indicated a mild central disc herniation at C3-4, a moderate sized central disc herniation at C4-5, and a small broad-based central disc herniation at C5-6. When seen by Dr. Galapo on 10/5/12, Dr. Galapo felt that the claimant's symptoms were related to cervical degenerative disc disease with cervical facet arthropathy and discogenic disease. At a 1/18/13 examination by Dr. Galapo, Mr. Jones expressed pain in his neck and mid and low back areas. Mr. Jones was instructed to use heat therapy, stretching exercises, and to discontinue medications as he was having a reaction to narcotic medication making him feel "loopy." Mr. Jones expressed continuing complaints of neck and mid and low back pain. Dr. Galapo recommended seeking a neurosurgical consult with Dr. Welch to explore whether surgical intervention might help with the underlying pain.

On 5/20/13, Mr. Jones was examined by William C. Welch, M.D., Neurosurgeon, on referral by Dr. Galapo. Dr. Welch reported that the claimant had previously been seen in the office in April 2012, when a T12-L1 hemilaminectomy was offered. Mr. Jones reported that he was taking Flexeril, Percocet, and Neurontin. In the follow-up 5/28/13 report of Dr. Galapo, he reported that Mr. Jones had seen Dr. Welch, who had explained that he was not a good surgical candidate, as he was concerned that surgical intervention would only exacerbate his underlying conditions and worsen Mr. Jones's discomfort. At the time of this exam, the claimant was not on any medication. Dr. Galapo diagnosed cervical, thoracic, and lumbar degenerative disc disease and facet arthropathies exacerbated by a work-related accident. Dr. Galapo explained to Mr. Jones that he would not perform any additional injection therapy, as he did not want to exacerbate his condition.

On 1/12/15, Dr. Singer examined Mr. Jones, and renewed his prescription for Percocet 5-325 mg, one tablet every six hours, which was subsequently consistent with follow-up exams on 4/28/15, 8/26/15, 12/3/15, 2/16/16, 5/16/16, 8/17/16, 11/15/16, 2/21/17, 9/21/17, 1/17/18, 12/19/18, and 5/2/19.

Utilization Review: On 7/1/2019, a utilization review (URO) was filed with the Pennsylvania Bureau of Workers' Compensation (Under Pennsylvania Workers' Compensation 34 PA Code Section 127.401 et. Seq., administered by the Pennsylvania Department of Labor & Industry), to address the reasonableness and necessity of Dr. Singer's care provided to Mr. Jones. The review was assigned to Joseph Smith, M.D., who reviewed treatment records. Dr. Smith's Utilization Review report of 8/19/19 reflected that continuing Office Visits every 1 to 6 months were

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reasonable and necessary, Dr. Smith also indicated that Endocet 5-325 mg, 1-2 tablets every 6 hours as needed was reasonable and necessary. Dr. Smith also reported that Omeprazole 40 mg twice daily was also reasonable and necessary for treatment of Mr. Jones's GERD. However, it should be noted Omeprazole for treatment of GERD, is unrelated to Mr. Jones's 4/30/2011 work-related, compensable injury. See 50-Supplemental-Additional Information.

On 11/22/19, Mr. Jones was examined by John A. Handal, M.D., Orthopedic Surgeon, for an independent examination. At the time of the exam, Mr. Jones was taking Percocet 5 mg, omeprazole, metformin, and diabetes medications. He had been taking Pentasa for his Crohn's disease, but had discontinued. The claimant informed Dr. Handal that the only medication he takes for his lumbar, work-related injury complaints was the Percocet.

On 12/10/20, Mr. Jones was independently medically examined by Richard J. Levenberg, M.D., Orthopedic Surgeon. At the time of this exam, Mr. Jones indicated that he was taking no medications. He further related that Dr. Singer, his treating PCP, who prescribed his medications had developed cancer, and he no longer sees this physician. Dr. Levenberg reported that Mr. Jones indicated that since he had not seen any other physicians, he was no longer taking any medication for his diabetes, his blood pressure, or his Crohn's disease. Based upon exam, Dr. Levenberg felt that Mr. Jones had reached MMI. In a follow-up correspondence, Dr. Levenberg indicated that Mr. Jones was no longer seeing Dr. Singer, his PCP, and he felt that neither Endocet nor omeprazole were reasonable or necessary.

Current Medical Status:

Based upon information available for review, Mr. Jones has reportedly not sought care from another provider for his compensable workers' compensation-related injury, since Dr. Singer was no longer available due to his cancer diagnosis. Additionally, Mr. Jones has verbalized that he has discontinued his medications, to include Endocet previously prescribed by Dr. Singer, as well as his other medications for diabetes, hypertension, and Crohn's disease. However, when examined by Dr. Levenberg on 12/10/20, Mr. Jones reported that he was experiencing "miserable pain" rated at 8.5 out of 10 on the pain scale, characterized as mid and low back pain with intermittent numbness and weakness of the legs.

Mr. Jones has consistently taken Endocet 5-325 mg since 2011 for pain relief from symptoms of his compensable injury. He indicated at the exam of 12/10/20 that he had discontinued taking Endocet and his other non-work-injury-related prescriptions, since he did not have a current treating physician to provide prescriptions. However, he has verbalized experiencing pain at 8.5 out of 10 on the pain scale. As reflected in this WCMSA, there is documentation that physical therapy and epidural steroid injections have not been effective for reducing/relieving his discomfort, and surgery was not indicated. Therefore, for future medical treatment and care projections, Endocet 5-325 mg will be included in the future treatment plan. In the Utilization Review of 8/19/19, Dr. Molinari reported Endocet to be reasonable and necessary. She also reported that although drugs from the narcotic family are not considered first-line for management of chronic pain, they are often needed to control pain when alternative medications and therapies are ineffective.

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Prior Surgical Procedures:

Non-Injury Related:

Right wrist and forearm surgery – July 1992

Injury-Related:

None

Pre-existing and/or Unrelated Conditions:

Based upon review of medical records, Mr. Jones has a previous history of the following unrelated/pre-existing conditions or risk factors:

1. Diabetes mellitus
2. Hypertension
3. Depression
4. Crohn's Disease
5. GERD

Current Medications:

Non-work-injury Medications (UNRELATED):

- Metformin ER 500 mg tablet twice daily – Diabetes
- Omeprazole 40 mg twice daily – GERD
- Hyzaar 100-12.5 mg tablet once daily – Anti-hypertensive medication
- Glimepiride 4 mg tablet once daily – Diabetes

Workers' Compensation-Related Medications:

The following medication is considered related and **will be included** for periodic and ongoing future costs in this Medicare Set-aside Report.

Medication:

(Endocet) Hydrocodone-APAP 5-325mg tablet – One tablet every four hours - NDC 71930-0019-52

NOTE: *As indicated previously, although there are no current records indicating this medication is being filled currently, there is a history of prescription fills of this medication to address Mr. Jones's ongoing injury-related symptoms, and it is anticipated that it or another similar medication may be prescribed for Mr. Jones's future treatment and care.*

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Medical Supplies:

Not Applicable

Medicare Non-Covered, Non-Reimbursable Treatment/Services:

Not Applicable

Future Medical Care/Treatment Plan:

Medicare Covered and Otherwise Reimbursable Treatment/Services:

For the purpose of this Medicare Set-Aside Report, the following future medical care will be projected in reference to Mr. Jones's compensable injury claim, based upon the medical information and records available at this point in time. Lifetime projected costs will be presented in the attached Medical Treatment Costs Chart. Projected costs will be based upon current Pennsylvania workers' compensation medical fee schedule, and zip codes 19006 (Zone 2), and 19107 (Zone 1):

- **Office visits with Internal Medicine/PCP (Similar to Fred J. Singer, M.D. at Lawndale Internal Medicine), to monitor Mr. Jones's medical status relative to his injury symptoms, monitor lab work twice yearly for adverse effect of narcotic medication/Endocet 5-325 mg (CBC; Hepatic Functional Panel; and TSH), and provide work-injury related prescriptions as identified in this MSA Report. Follow-up office visits with PCP will be projected every 3 months (4 times yearly) for life expectancy (22.6 years). – CPT code 99214 (Zip code 19006) - **\$132.26****

- **Lab work – Twice yearly for life expectancy:**
 - CPT code 85027 – CBC (Complete Blood Count with automated differential) - **\$21.59**
 - CPT code 80076 – Hepatic function panel - **\$23.65**
 - CPT code 84436 – Assay of Thyroxine Total – **\$26.50**
 - CPT code 84439 – Assay of Free Thyroxine – **\$34.99**
 - CPT code 36415 – Venipuncture - **\$8.79**

\$115.52/Lab Work– Pennsylvania WC Fee Schedule - *Twice yearly* for life expectancy

- **Random Urine Drug Screen – Once yearly for life expectancy** - Urinary toxicology screening (presumptive class screening, definitive screening for fentanyl, opiates, codeine, hydrocodone, hydromorphone, morphine, oxycodone), to be ordered by monitoring PCP provider and submitted to a reference laboratory for analysis. This is to verify for compliance. – CPT code 80307 – Presumptive drug class screening - **\$102.50**

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- **Examination by Neurosurgery – William Charles Welch, M.D.** (Zip code 19107) – **Every five years** to monitor thoracic and lumbar spine status – Four times life expectancy (Every five years). CPT code 99215 – Office Visit **\$213.10**
 - MRI thoracic spine without contrast – Four times life expectancy (every ten years) – CPT code 72146 - **\$1,352.56**
 - MRI lumbar spine without contrast – Four times life expectancy (every ten years) – CPT code 72148 - **\$1,335.72**

Covered-Related Medications:

The following medication is considered related and **will be included** for periodic and ongoing future costs in this Medicare Set-aside Preliminary Report.

Medication:

- (Endocet) Hydrocodone-APAP 5-325 mg tablet – One tablet every four hours - NDC 71930-0019-52 (180/month) - **\$ 0.3312 per tablet**

NOTE: Although there are no records indicating the preceding medication is being filled currently, and Mr. Jones has verbalized not taking his medications, there is a history of prescription fills of this medication to address Mr. Jones’s ongoing injury-related symptoms, and it is anticipated that this or another similar medication may be prescribed for his future treatment and care:

Medicare Non-Covered Medication(s):

Not Applicable

NOTE: All medical treatment and service costs will be provided at Pennsylvania workers’ compensation fee schedule guidelines. Medication costs will be projected at current Red Book AWP (Average Wholesale Price).

Potential Future Surgery:

None – Not Applicable.

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Life expectancy:

At the age of 59 years, Mr. Jones’s normal life expectancy would be an additional 24.1 years according to the U.S. Life Tables, 2018 – **Table 1 – Total Population**. However, as indicated previously in this report, Rated Ages were requested from Huver & Associates after providing medical records regarding Mr. Jones. The following rated ages were provided. Per CMS WCMSA Guidelines, the median rated age (Age 61 years) has been utilized for life expectancy for Mr. Jones.

<u>Life Carrier Name</u>	<u>Rated Age</u>
Pacific Life	61
MetLife	59
New York Life Insurance Company	62
Prudential	59
Median Rated Age	61

Life Expectancy – National Vital Statistics Reports- “United States Life Tables, 2018” Volume 69, Number 12, November 17, 2020 (U.S. Department of Health and Human Services/Centers for Disease Control and Prevention) – **Table 1- Total Population – 22.6** remaining lifetime years – **BASED UPON A MEDIAN RATED AGE OF 61 YEARS.**

NOTE: “All rated ages obtained on this claimant have been included.”

CMS Required Rated Age Statement – Rated Age (RA) Certification:

“Our Organization certifies that all rated ages we have obtained and/or have knowledge of regarding this claimant, and generated at any time on or after the Date of Incident for the alleged accident/illness/injury/incident at issue, have been included as part of this submission of a proposed amount for a Workers’ Compensation Set-Aside Arrangement (WCMSA) to the Centers for Medicare & Medicaid Services.”

Medicare Set-Aside Allocation:

- As noted in the attached Medicare Set-Aside charts (**Treatment and Medication**), all Medicare reimbursable items have been projected based upon review of pertinent medical records. The projections as outlined below reflect the most current information available relative to Mr. Jones’s compensable injury. The future medical expenses have been projected utilizing Pennsylvania Workers’ Compensation fee schedule, as specified in the attached Treatment Chart.
- Medication costs have been projected utilizing the Average Wholesale Price (AWP) as specified by the Red book, reflected in the attached Medication Chart.

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ALLOCATION and FUNDING

Based upon the cost projections for medications and future care, \$31,099.82 has been allocated for Mr. Jones's future medical care, and \$16,167.86 has been allocated for medications. The total projected future allocation is \$47,267.68. If Insurance Carrier expresses an interest in funding the allocation with a structured annuity, this will be addressed in a subsequent section in this report (Funding Option), as well as an enclosed document (Annuity Funding with Seed Document). In this regard, following procedures outlined by Medicare, we are proposing Seed Money of \$4,182.98 and a Minimum Annual Deposit of \$1,994.66.

Note: The MSA cost projection allocation has been based upon all records supplied by Insurance Carrier for review. If additional medical records become available, or if additional information is supplied, the MSA allocation may be adjusted. Please contact us if additional information is to be considered with regard to Mr. Jones.

Funding:

Mr. Jones is a Medicare Beneficiary, and the information presented in this report supports submission of a WCMSA for review to assure that Medicare's interests are protected. It should be noted that the total WCMSA (Workers' Compensation Medicare Set-Aside) amount (allocation) reflected in this report must be deposited into an interest-bearing account. Payments from the Allocation Funds, as administered by Mr. Jones or an individual on his behalf, would have to be utilized solely for Medicare-covered medical care and medication expenses relative to Mr. Jones's compensable injury of 4/7/2011. Funds are not to be discharged for any other purpose. Mr. Jones or his agent would have to forward to the Medicare Contractor (BCRC) an annual attestation, *separately identifying* the expenditures for the *medical treatment* and for the *prescription drug* treatment for monitoring purposes.

Funding Option:

In order to further explore funding options for the allocation fund amount listed in this report, the following potential annuity structure guideline has been presented, as outlined by Medicare in establishing seed and annual funding for Medicare Set-Aside allocation accounts.

Based upon Mr. Jones's projected future treatment and medication allocation, and a life expectancy of 22.6 years, as presented in this 5/26/21 Medicare Set-Aside report, the following Annuity "Seed" and annual funding information would be applicable:

Total Allocation	\$47,267.68
First Procedure	\$ 0.00



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(i.e., surgery, etc.)

Difference	\$47,267.68	Total allocation minus first procedure
Annual Medical Costs	\$2,091.49	(Difference divided by life expectancy, 22.6 years)
Two-year Medical Costs	\$4,182.98	(Two times annual medical costs)
Seed Money	\$4,182.98	(First procedure + two years annual medical costs)
Minimum Annual Deposit	\$1,994.66	(Total allocation minus seed, divided by life expectancy, 22.6 years, minus 1 = 21.6 years).

Note: Minimum annual deposit following seed deposit, which must be made no later than one (1) year from the date of settlement and annually thereafter for life expectancy.

The preceding calculation follows procedures outlined by Medicare in establishing seed and annual funding for Medicare Set-Aside allocation accounts.

It should be noted per CMS 4/21/03 Memo Q10 and 10/15/04 Memo Q5:

- Subsequent minimum annual deposits into the WC Medicare Set-aside arrangement are to be based upon a set “anniversary date” which cannot be more than one year after the settlement date
- In a structured Medicare set-aside arrangement, if funds are not exhausted during a given period, then excess funds must be carried forward to the next period. The threshold after which Medicare would begin to pay claims related to the injury would then be *increased* in any subsequent period *by the amount of the carry-forward.*

Previous Indemnity Settlement (Compromise and Release):

On 3/12/14 (Circulation Date 3/17/14), a Compromise & Release Agreement by stipulation pursuant to Section 449 of the WC Act to settle indemnity benefits *only* was approved by ORDER of WC Judge – Lump sum of \$80,000.00, with \$65,600.00 to Mr. Jones and \$14,400.00 to Claimant Counsel, *with the medical portion of the claim to remain open.*

Conditional Payments or Liens:



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If Medicare makes future conditional payments or has any outstanding liens concerning treatment related to Mr. Jones's compensable injury, it is necessary for these expenses to be reconciled and reimbursed to Medicare.

Please Note: *This Medicare Set-Aside report has been generated to project future medical allocations following Medicare and Medicare Set-Aside guidelines only, based upon information and records provided by Insurance Carrier. Any other use of this report or information contained herein is strictly prohibited and will not be supported or attested to, including for use at any judicial proceeding, or other venue including as testimony, not meeting the above-stated purpose.*

Sincerely,

Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC
Hoover Rehabilitation Services, Inc.
1970 Technology Parkway
Mechanicsburg, PA 17050
Telephone: (717) 728-5502, Extension 2127
Fax: (717) 728-5505
E-Mail: tfolk@hooverinc.com

Attachments and Supporting Documentation:

- Chart: Medicare Set-Aside Cost Projection – Treatment
- Prescription Drug Data Elements Chart
- Chart: Medicare Set-Aside Cost Projection – Medications
- Table 1 – “United States Life Tables, 2018”
- Rated Age Information Documents
- Annuity Seed Document

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MEDICAL RECORDS (BY PAGE NUMBER – See also Section 35-Medical Records)

- **(Pages 1-9)** – Aria Health Emergency Department Record: Robert Quinby, M.D.; 4/30/11
- **(Page 10)** – Report – MRI of the Thoracic Spine: Davindra Seelagan, M.D.; 5/16/11
- **(Page 11)** - Report – MRI of the Lumbar Spine: Davindra Seelagan, M.D.; 5/16/11
- **(Pages 12-14)** – WorkHealth Medical Report Form: J. Trachtenberg, D.O.; 5/23/11
- **(Pages 15-16)** – Medical Report: Eric A. Williams, M.D.; 7/26/11
- **(Page 17)** – X-ray lumbosacral spine; 7/26/11
- **(Pages 18-19)** – Progress Notes: Fred Singer, M.D.; 8/15/11
- **(Pages 20-23)** – Initial Outpatient Evaluation: Jeffrey North; 8/16/11
- **(Page 24)** – Epidural Injection w/Fluoroscopy: Jeffrey North, M.D.; 8/16/11
- **(Page 25)** – Epidural Injection w/Fluoroscopy: Jeffrey North, M.D.; 8/30/11
- **(Pages 26-27)** – Progress Notes: Fred Singer, M.D.; 9/1/11
- **(Pages 28-29)** – Medical Report: Jeffrey North, M.D.; 9/13/11
- **(Pages 30-31)** – Progress Notes: Fred Singer, M.D.; 10/7/11
- **(Pages 32-34)** – New Patient Evaluation: Simon Galapo, M.D.; 10/7/11
- **(Page 35)** – Selective Lumbar Nerve Root Block: Simon Galapo, M.D.; 10/11/11
- **(Pages 36-37)** – Progress Notes: Fred Singer, M.D.; 12/5/11
- **(Pages 38-39)** – Medical Report & Selective Lumbar Nerve Root Block: Simon Galapo, M.D.; 12/20/11
- **(Pages 40-41)** – Progress Notes: Fred Singer, M.D.; 12/28/11
- **(Pages 42-46)** – Examination Report: Robert Franklin Draper, M.D.; 1/20/12
- **(Pages 47-48)** – Progress Notes: Fred Singer, M.D.; 2/3/12
- **(Page 49)** – Medical Report: Simoon Galapo, M.D.; 2/14/12
- **(Page 50)** – Work Offer: Hostess Brands; 2/27/12
- **(Page 51)** – Medical Correspondence: Fred Singer, M.D.; 3/1/12
- **(Page 52)** – MRI of the Thoracic Spine: Donald S. Ostrum, M.D.; 3/8/12
- **(Pages 53-54)** – MRI of the Lumbar Spine: Donald Ostrum, M.D.; 3/8/12
- **(Pages 55-57)** – Medical Report: David Junkin, M.D.; 3/9/12
- **(Pages 59-61)** – Progress Notes: Fred Singer, M.D.; 3/23/12
- **(Pages 62-63)** – Selective Lumbar Nerve Root Block: Simon Galapo, M.D.; 11/8/11

Medicare Set-Aside Report (Identifying Altered for Confidentiality Purposes)

Mark Jones (SSN: xxx-xx-xxxx/HIC#: xxxxxxxx-xxxx-xxxx)

- **(Pages 64-65)** – Medical Report: Simon Galapo, M.D.; 4/24/12
- **(Page 66)** – Medical Report: Simon Galapo, M.D.; 6/12/12
- **(Page 67)** – Medical Report: Robert Draper, M.D.; 6/17/12
- **(Page 68)** – Medical Report: Simon Galapo, M.D.; 9/21/12
- **(Page 69)** – MRI of Cervical Spine; 10/3/12
- **(Page 70)** – Medical Report: Simon Galapo, M.D.; 10/5/12
- **(Page 71)** – Medical Report: Simon Galapo, M.D., 6/18/13
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- **(Pages 77-80)** – MRI of the Cervical & Thoracic Spines: Donald Ostrum, M.D.; 4/4/13
- **(Pages 81-88)** – William Charles Welch, M.D.; 5/20/13
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- **(Pages 118-119)** – Progress Notes: Fred Singer, M.D.; 12/27/18
- **(Pages 120-121)** – Progress Notes: Fred Singer, M.D.; 5/2/19
- **(Pages 122-125)** – Medical Report: John A. Handal, M.D.; 11/22/19
- **(Pages 126-131)** – Medical Report: Richard Levenberg, M.D.; 12/20/20
- **(Page 132)** – Medical Correspondence: Richard Levenberg, M.D.; 1/7/21
- **(Pages 133-183)** – Medications/Pharmacy; 12/4/15 – 12/31/19
- **(Pages 184-193)** – Previous Medical History Records (Prior to DOI 4/7/11)

Name: Mark Jones

Medicare Set-Aside Cost Projection - Treatment

SS#: xxx-xx-xxxx HIC#: XXXXXXXXXXXXX

Date of Injury: 4/7/2011

Life Expectancy: 22.6 years - Based upon Median Rated Age of 61 years - Table 1 U.S. Life Tables 2018

Date of Report: 5/26/21

State of Jurisdiction: Pennsylvania Workers' Compensation

Author: Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

Treatment/Procedure	CPT/HCPCS Code	Frequency & Duration of Need	Cost	Number of units	Annual Cost in Years	Total Number of Years or Occasions	Total Cost during Life Expectancy
Follow-up office visits with treating PCP/Internal Medicine(Similar to Fred J. Singer, M.D. - Lawndale Internal Medicine) for medical follow-up and monitoring , and prescriptions - Four times yearly for life expectancy (Zip code 19006 - Zone 2)	99214	Four (4) examinations yearly for life expectancy	\$132.26	4	\$529.04	22.6	\$11,956.30
Lab Work To be ordered by treating PCP/Internal Medicine(Similar to Fred J. Singer, M.D. - Lawndale Internal Medicine) - CBC, Hepatic function, Thyroxine Total, and Free Thyroxine, with venipuncture, to monitor with narcotic medicine - Two	80076 84436 84439 36415	Two times yearly for life expectancy	\$115.52	2	\$231.04	22.6	\$5,221.50
Urine Drug Screen Once yearly for life expectancy - Performed by treating PCP/Internal Medicine(Similar to Fred J. Singer, M.D. - Lawndale Internal Medicine)	80307	Once yearly for life expectancy	\$102.50	1	\$102.50	22.6	\$2,316.50
Examination by Neurosurgery - William Charles Welch, M.D. to monitor thoracic and lumbar spine status - Every five years - Four times for life expectancy (Zip code 19107 - Zone 1)	99215	Every 5 years - 4 times for life expectancy	\$213.10	1	\$213.10	4	\$852.40
MRI of the thoracic spine without contrast - ordered by Dr. Welch - every 5 years (Zip code 19107 - Zone 1)	72146	Every five years - Four (4) times for life expectancy	\$1,352.56	1	\$1,352.56	4	\$5,410.24

Name: Mark Jones

Medicare Set-Aside Cost Projection - Treatment

SS#: xxx-xx-xxxx HIC#: XXXXXXXXXXXXX

Date of Injury: 4/7/2011

Life Expectancy: 22.6 years - Based upon Median Rated Age of 61 years - Table 1 U.S. Life Tables 2018

Date of Report: 5/26/21

State of Jurisdiction: Pennsylvania Workers' Compensation

Author: Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

Treatment/Procedure	CPT/HCPCS Code	Frequency & Duration of Need	Cost	Number of units	Annual Cost in Years	Total Number of Years or Occasions	Total Cost during Life Expectancy
MRI of the lumbar spine without kontras - ordered by Dr.Welch - every 5 years (Zip code 19107 - Zone 1)	72148	Every five years - Four (4) times for life expectancy	\$1,335.72	1	\$1,335.72	4	\$5,342.88
Total:							\$31,099.82

The costs projected above reflect the most current fee assigned to the respective CPT codes, as listed by the Pennsylvania Workers' Compensation Fee Schedule. No consideration has been provided for future fee schedule changes.

Prescription Drug Data Elements

Claimant: Mark Jones

HICN: XXXXXXXXX

SSN: xxx-xx-xxxx

Drug Name	National Drug Code	Unit Form (e.g., Capsule, Tablet, Patch, etc.)	Prescribed Strength (e.g., # mg, # mcg, etc.)	Prescribed Frequency (e.g., per day, "PRN", etc.)	Price Per Unit
(Endocet) Hydrocodone-APAP 5-325 mg tablet	71930-0019-52	Tablet	5-325 mg	One tablet every 4 hours - 180 tablets/month	\$0.3312/tablet

Medicare Set-Aside Cost Projection-Medications

Name: Mark Jones

SS#: xxx-xx-xxxx HIC#: XXXXXXXXXXXX

Date of Injury: 4/7/2011

Life Expectancy: 22.6 years - Based upon Median Rated Age of 61 years - Table 1 U.S. Life Tables 2018

Date of Report: 5/26/21

State of Jurisdiction: Pennsylvania Workers' Compensation

Author: Terry L. Folk, CRC, CDMS, CCM, CLCP, MSCC

Medication	NDC Number	Frequency & Duration	AWP Price	Number of Units	Unit Cost	Total Number of Episodes	Total Cost During Life Expectancy
(Endocet) Hydrocodone-APAP 5-325 mg tablet	71930-0019-52	Six tablets daily (One tablet every 4 hours) - 180 monthly during life expectancy. AWP = \$0.3312/tablet	\$59.6160	12	\$715.392	22.6	\$16,167.86
Total:							\$16,167.86

This Medicare Set-Aside Cost Projection chart presents Costs for Medications, as identified in the Medicare Set-Aside Report regarding Mark Jones. Medication costs are presented as Average Wholesale Price (AWP), based upon "Red Book Average Wholesale Prices," data, effective May 26, 2021, with no consideration for future medication cost changes.



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM


A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	02/15/2022
<i>Signature</i>	<i>Date</i>
Raymond W. Hoover	
<i>Name (Printed)</i>	
President & CEO	
<i>Title of Certifying Official (Printed)</i>	
Hoover Rehabilitation Services, Inc. (Hoover)	
<i>Contractor/Grantee Name (Printed)</i>	