



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
Division of Procurement
Room 525, Health & Welfare Building
Commonwealth Avenue & Forster Street
Harrisburg, PA 17120

BUREAU OF FINANCIAL OPERATIONS
DIVISION OF PROCUREMENT

January 22, 2010

SUBJECT: RFA 21-09

Dear Prospective Bidder:

You are invited to submit an application for the above subject RFA for the Commonwealth of Pennsylvania, Department of Public Welfare in accordance with the attached Request for Application (RFA).

All applications must be submitted in one original and seven (total of 8) copies to the Pennsylvania Department of Public Welfare, Procurement Section, Room 525, Health and Welfare Building, Commonwealth Avenue & Forster Street, Harrisburg, Pennsylvania 17120.

Applications must be received at the above address no later than two o'clock p.m. (2:00 P.M.) on March 31st. Late applications will not be considered regardless of the reason.

All questions should be directed, in writing, to Adrienne Smyth, Pennsylvania Department of Public Welfare, via e-mail at RA-ocdearlylearning@state.pa.us or Fax @ (717) 787-1529, no later than February 18, 2010. All bidders will be provided with answers to questions asked by any one bidder.

In addition, an optional Preproposal Conference will be held from 9:30-12:30 on February 18, 2010 at the Harrisburg Pattan 6340 Flank Drive Harrisburg, PA 17112. Since facilities are limited, it is requested that you limit your representation to 2 individuals.

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

Sincerely,

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

Daniel R. Boyd
Director of Procurement

Attachments

PaTTAN Harrisburg

<http://www.pattan.net/about/Harrisburg.aspx>

Driving Directions

From North

Via Route 22/322 East to I-81 North. Take Exit #72A (Paxtonia). As you exit you will be on Mountain Road. Get into the left lane and go to the traffic light. Turn left onto Allentown Blvd (Route 22). Go to the next light and turn left onto North Blue Ribbon Ave. Go one block and turn right onto Flank Drive. PaTTAN is the third building on the left.

From Northeast

Take Route I-81S to Exit #72 (Linglestown/Paxtonia). At the end of the exit ramp, turn left on to Mountain Road. Get into the left lane and go to the traffic light. Turn left onto Allentown Blvd (Route 22). Go to the next light and turn left onto North Blue Ribbon Ave. Go one block and turn right onto Flank Drive. PaTTAN is the third building on the left.

From South

Via I-83 North across the Susquehanna River. Proceed to the I-83/I-81 junction. Stay in the right lane and take I-81N. Drive approx. 2 miles to the Exit #72A (Paxtonia). As you exit you will be on Mountain Road. Get into the left lane and go to the traffic light. Turn left onto Allentown Blvd (Route 22). Go to the next light and turn left onto North Blue Ribbon Ave. Go one block and turn right onto Flank Drive. PaTTAN is the third building on the left.

From East

From the Pennsylvania Turnpike, take the Harrisburg East, Exit #247. Take Route I-283 North. After approx. 2 miles, follow the sign for I-83/I-81 North (towards Allentown). Take I-83N until you reach the split for I-81. Stay in the right lane and take I-81N. Drive approx. 2 miles and take Exit #72A (Paxtonia). As you exit you will be on Mountain Road. Get into the left lane and go to the traffic light. Turn left onto Allentown Blvd (Route 22). Go to the next light and turn left onto North Blue Ribbon Ave. Go one block and turn right onto Flank Drive. PaTTAN is the third building on the left.

From West

From the Pennsylvania Turnpike, take the Carlisle, Exit #226. Take Route I-81N. Follow approx. 20 miles and take Exit #72A (Paxtonia). As you exit you will be on Mountain Road. Get into the left lane and go to the traffic light. Turn left onto Allentown Blvd (Route 22). Go to the next light and turn left onto North Blue Ribbon Ave. Go one block and turn right onto Flank Drive. PaTTAN is the third building on the left.

Nearby Accommodations

Best Western (less than 1 mile from PaTTAN)

300 N. Mountain Road
Linglestown, PA 17112
1-717-652-7180
www.bestwestern.com

Holiday Inn Express Hotel and Suites (less than 1 mile from PaTTAN)

Mention PaTTAN to receive special rate
5680 Allentown Blvd.
Harrisburg, PA 17112
1-717-657-2200

<http://www.ihg.com/h/d/EX/1/en/rates?hotelCode=MDTHH&rateCode=ILOYI&IATAno=99502056>

Holiday Inn Grantville (approx. 9 miles from PaTTAN)
I81 at Exit 80
604 Station Road
Grantville, PA 17028
1-717-469-0661
www.stayholiday.com

Comfort Inn (approx. 6 miles from PaTTAN)
Mention PaTTAN to receive special rate
7744 Linglestown Road
Harrisburg, PA 17112
1-717-540-8400
www.choicehotels.com

Quality Inn (less than a mile from PaTTAN)
200 N .Mountain Road
Harrisburg, PA 17112
1-717-540-9339
www.choicehotels.com

Holiday Inn Express (approx. 6-7 miles from PaTTAN)
Mention PaTTAN/State Rate to receive special rate
4021 Union Deposit Road
Harrisburg, PA 17109
717-561-8100
www.hiexpress.com/Harrisburgeast

**REQUEST FOR APPLICATIONS
TO WORK WITH OCDEL**

On

**PA KEYS TO QUALITY: REGIONAL KEY PROFESSIONAL DEVELOPMENT
DELIVERY AND MANAGEMENT of KEYSTONE STARS**

RFA 21-09

Requested by

**The Office of Child Development and Early Learning (OCDEL)
Pennsylvania Department of Public Welfare
Pennsylvania Department of Education**

Issued January 21, 2010

Delivering PA Keys to Quality which includes implementing the Keystone STARS Program and Standards, Technical Assistance, and providing Professional Development for Early Learning Programs Throughout the Assigned Region

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Attachment 1	Grant Agreement and Grant Signature Page
Attachment 2	Application Cover Sheet

Riders

Rider 1	Payment Provisions
Rider 2	Work Statement Requirements
Rider 3	Budget Section: Regional Keys Budget Forms 2010 (EXCEL Workbook)
Rider 4	Standard Contract Terms and Conditions
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Appendices

Appendix A	Keystone STARS Technical Assistance and Quality Assurance Program
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Appendix C	Submission Checklist
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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to: Adrienne Smyth at RA-ocdearlylearning@state.pa.us	Potential Applicants	February 18, 2010
Optional Preproposal Conference— Harrisburg PaTTAN 6340 Flank Drive Harrisburg, PA 17112 http://www.pattan.net/about/Harrisburg.aspx .	Issuing Office/Potential Applicants	February 18, 2010
Answers to Potential Applicant questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	February 25, 2010
Please monitor website for all communications regarding the RFA.	Potential Applicants	Ongoing
Sealed proposal must be received by Department of Public Welfare Division of Procurement on behalf of the Office of Child Development and Early Learning (the Issuing Office).	Applicants	March 31, 2010 by 2:00 PM

PART I - GENERAL INFORMATION

I-1. Purpose. This request for application (RFA) provides Applicants with sufficient information to prepare and submit proposals for the Office of Child Development and Early Learning's (OCDEL) consideration to satisfy a need for **Regional Key Contractors to implement KEYS TO QUALITY: REGIONAL KEY PROFESSIONAL DEVELOPMENT DELIVERY AND MANAGEMENT OF KEYSTONE STARS** ("Project").

I-2. Issuing Office. The Pennsylvania Department of Public Welfare (DPW) Division of Procurement ("Issuing Office") has issued this RFA on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFA shall be **Adrienne Smyth** the Project Officer for this RFA. Please refer all inquiries to the Project Officer.

I-3. Scope. This RFA contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Applicants must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFA.

I-4. Problem Statement. The purpose of this RFA is to identify six (6) different Regional Key partners to provide leadership, management and administration of all aspects of the Keystone STARS initiative at the Regional Level. Additional detail is provided in **Part IV** of this RFA.

I-5. Type of Agreement. It is proposed that if the Issuing Office enters into an agreement as a result of this RFA, it will be a Grant Agreement containing the Standard Contract Terms and Conditions as shown in **Rider 4**. DPW, in its sole discretion, may undertake negotiations with Applicants whose proposals, in the judgment of the DPW, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. DPW may, in its sole and complete discretion, reject any proposal received as a result of this RFA.

I-7. Incurring Costs. The Commonwealth is not liable for any costs the Applicant incurs in preparation and submission of its proposal, in participating in the RFA process or in anticipation of award.

I-8. Preproposal Conference. DPW will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFA. Applicants should forward all questions to the Project Officer in accordance with **PART I, Section I-9** to ensure adequate time for analysis before DPW provides an answer. Applicants may also ask questions at the conference. In view of the limited facilities available for the conference, Applicants should limit their representation to **two (2)** individuals per Applicant. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS)

website as an addendum to, and shall become part of, this RFA. Attendance at the Preproposal Conference is **optional**.

I-9. Questions & Answers. If an Applicant has any questions regarding this RFA, the Applicant must submit the questions by email (**with the subject line “RFA #21-09 Question”**) to the Project Officer named in **PART I, Section I-2** of the RFA: Adrienne Smyth asmyth@state.pa.us . If the Applicant has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Applicant shall not attempt to contact Project Officer by any other means. The Issuing Office shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFA in accordance with RFA **PART I, Section I-10**. Each Applicant shall be responsible to monitor the DGS website for new or revised RFA information. The Commonwealth shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFA or formally issued as an addendum by the Issuing Office. .

I-10. Addenda to the RFA. If DPW deems it necessary to revise any part of this RFA before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Applicant’s responsibility to periodically check the website for any new information or addenda to the RFA. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFA.

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

I-12. Proposals. To be considered, Applicants should submit a complete response to this RFA to the Issuing Office, using the format provided in **PART II, providing one original and seven paper copies of the Technical and Budget Submittals**. In addition to the paper copies of the proposal, Applicants shall submit one **complete and exact** copy of the entire proposal (Technical and Budget Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Applicants may not lock or protect any cells or tabs. The CD or Flash drive should clearly identify the Applicant and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Applicant shall make no other distribution of

its proposal to any other Applicant or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Applicant to its provisions must sign the proposal. If the official signs the Application Cover Sheet (Attachment 2 to this RFA) and the Proposal Cover Sheet is attached to the Applicant's proposal, the requirement will be met. For this RFA, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Applicant's proposal for award, the contents of the selected Applicant's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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

I-13. Economy of Preparation. Applicants should prepare proposals simply and economically, providing a straightforward, concise description of the Applicant's ability to meet the requirements of the RFA. Applicants should adhere to the requirements specified in PART II.

I-14. Alternate Proposals. DPW has identified the basic approach to meeting its requirements, allowing Applicants to be creative and propose their best solution to meeting these requirements. DPW will not accept alternate proposals.

I-15. Discussions for Clarification. Applicants may be required to make an oral or written clarification of their proposals to DPW to ensure thorough mutual understanding and Applicant responsiveness to the solicitation requirements. The Project Officer will initiate requests for clarification.

I-16. Prime Contractor Responsibilities. The agreement will require the selected Applicant to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. DPW will consider the selected Applicant to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents.

- a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Applicants' submissions in order to evaluate proposals submitted in response to this RFA. Accordingly, except as provided herein, Applicants should not label proposal submissions as confidential or proprietary or trade secret protected. Any Applicant who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and 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 and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Applicant copyright designations contained on 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 RFA, 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. Financial capability information submitted in response to Part II of this RFA is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-18. Best and Final Offers. While not required, DPW may conduct discussions with Applicants for the purpose of obtaining “best and final offers.” To obtain best and final offers from Applicants, the Issuing Office may do one or more of the following:

- a. Schedule oral presentations;
- b. Request revised proposals; and
- c. Enter into pre-selection negotiations, including the use of an online auction.

DPW will limit any discussions to responsible Applicants (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals DPW has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **PART III**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Applicant's Technical Submittal.

I-19. News Releases. Applicants shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of DPW, and then only in coordination with DPW.

I-20. Restriction of Agreement. From the issue date of this RFA until DPW selects a proposal for award, the Project Officer is the sole point of contact concerning this RFA. Any violation of this condition may be cause for DPW to reject the offending Applicant's proposal. If DPW later discovers that the Applicant has engaged in any violations of this condition, DPW

may reject the offending Applicant's proposal or rescind its contract award. Applicants must agree not to distribute any part of their proposals beyond the Issuing Office. An Applicant who shares information contained in its proposal with other Commonwealth personnel and/or competing Applicant personnel may be disqualified.

I-21. DPW Participation. Applicants shall provide all services, supplies, facilities, and other support necessary to complete the identified work.

I-22. Term of Agreement. The term of the contract will commence no sooner than July 1, 2010 and will end on June 30, 2011, with DPW's option to implement four (4) one year renewal periods after June 30, 2011. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Applicant and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Applicant shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Applicant for any service or work performed or expenses incurred before the Effective Date of the contract.

I-23. Applicant's Representations and Authorizations. By submitting its proposal, each Applicant understands, represents, and acknowledges that:

- a. All of the Applicant's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Applicant has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Applicant or potential Applicant.
- c. The Applicant has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Applicant or potential Applicant for this RFA, and the Applicant shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFA.
- d. The Applicant has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Applicant makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Applicant, the Applicant, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to

- bidding or proposing on any public contract, except as the Applicant has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Applicant and except as the Applicant has otherwise disclosed in its proposal, the Applicant has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Applicant that is owed to the Commonwealth.
 - h. The Applicant is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Applicant cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
 - i. The Applicant has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
 - j. Each Applicant, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Applicant's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
 - k. Until the selected Applicant receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Applicant shall not begin to perform.

I-24. Notification of Selection. The Issuing Office will notify the selected Applicant in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to DPW.

I-25. Use of Electronic Versions of this RFA. This RFA is being made available by electronic means. If an Applicant electronically accepts the RFA, the Applicant acknowledges and accepts full responsibility to insure that no changes are made to the RFA. In the event of a conflict between a version of the RFA in the Applicant's possession and the Issuing Office's version of the RFA, the Issuing Office's version shall govern.

I-26. Federal Regulatory Requirements. Applicant must comply with the following federal regulations and restrictions as it applies to this project:

- Child Care Development Funds (CCDF) regulations, Section 45 *e-CFR* 98.54 "Restrictions on the use of funds."
- OMB Circular A-122 Private Non-Profit Agencies
- OMB Circular A-21 Educational Institutions
- 48 CFR Part 31 For-Profit Agencies

PART II – APPLICATION REQUIREMENTS

Applicants must submit applications in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFA. Applicants should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the application. All cost data relating to this application should be provided in the Budget Submittal and not included in the Technical Submittal.

DPW may request additional information which, in DPW's opinion, is necessary to assure that the Applicant's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFA.

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

APPLICATION FORMAT

Applications are to be presented in accordance with the following manner and order:

- A. All information submitted to OCDEL is to be typed, double spaced, Times New Roman, 12-point font. The use of bold, italicize, and underlined text should be avoided.
- B. Each page should include a footer with the applicants name and the page number.
- C. Each page should clearly identify which of the requirements are being addressed.
- D. Applications may be professionally bound but should not be submitted in a binder.
- E. Applicants must submit One Original and seven (total 8) hard copies of the technical and budget sections of the application.
- F. Applications may be reproduced as needed by OCDEL for the sole purpose of review.
- G. Additional documentation is discouraged, but if included, it must be identified in a Table of Contents in the Application.
- H. The application cover sheet (Attachment 2) (of the application must identify:
 1. The Applicant Name (organization applying);
 2. Applicant Mailing Address;
 3. Applicant website;
 4. The name, email, telephone number and fax number of the point of contact at the organization for this RFA;
 5. Applicant Federal ID Number; and
 6. The region for which the organization is applying to serve.

Please note: Incomplete applications may be subject to dismissal without notification. A checklist has been provided to you in Appendix C to ensure successful inclusion of required documentation.

I. ORGANIZATIONAL BACKGROUND

A. Structure (3 page maximum):

1. Identify the applicant and describe the organizational structure. Include those individuals responsible for the management of the Grant Agreement between the entity and the Commonwealth. Include your current organizational chart.
2. If you will be changing the organizational chart in order to operate this program, provide your proposed new organizational chart.
3. Identify whether your organization's corporate status, as a non-profit or for-profit organization.
4. Provide sufficient information to understand the chart of organization and the scope of duties and reporting relationships.

B. Capacity and Experience (5 page maximum) :

1. Identify the capacity of your organization to accomplish the responsibilities described in Part IV, Section B of the RFA, which is described on pages 26 to 40.
2. Identify business experience in financial management, grant/award payouts, accounting systems, personnel management and other business practices.
3. Identify relevant community partnerships in early education that you have that will allow you to successfully facilitate the Keystone STARS program in your region.
4. Describe your experience in integrating the work of multiple service providers in early education including: conducting outreach to reach providers to participate and assisting the providers in achieving demonstrated improvement in applying standards to practices; improving professional development and education credentials; organizing the system of program and professional development supports to accomplish this; and managing and organizing financial resources to support the work.
5. In describing your experience, indicate the scale and scope of this experience.
6. Address your experience in working with a cohort group of at least the number of early education providers identified in the region for which you are applying and its relevance to the requirements and expectations of this RFA.
7. Address your experience in integrating the core elements of outreach, professional development, technical assistance, case management, financial management and resource deployment to support the desired outcome of STARS participation and continuous achievement of higher STAR levels, quality and improved outcomes for children.

C. Staffing (3 page maximum for question 1):

1. Identify your proposed staffing arrangement to show specifically how the program requirements in Part IV of the RFA, will be accomplished.
2. Include the job descriptions for each position that will support this work.
3. For filled positions, submit the resume or curriculum vitae, limited to two pages, double spaced. Include the earned degrees and credentials required for the job descriptions, and provide these for all positions already filled that will support this work. See Appendix B for the state-drafted position descriptions for STARS

D. Cost Effective, Integrated Approach (3 page maximum):

1. Identify other programs and initiatives of your organization and explain how you will leverage them to assure the greatest impact and cost-effectiveness in supporting the integrated approach to delivering Keystone STARS, Technical Assistance, Professional Development and Community Engagement for early learning programs throughout the Region.
2. Explain how your organization will approach the requirements to be cost-effective in the responsibilities of implementing organization.

E. Emergency Preparedness (3 page maximum):

To support continuity of operations during an emergency, including a pandemic, the Commonwealth requires 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 would impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b. identified essential business functions and key employees (within your organization) necessary to carry them out
 - c. contingency plans for:
 - o How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - o How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

II. IMPLEMENTATION OF KEYS TO QUALITY AND KEYSTONE STARS

In this section the applicant will provide specific, concrete objectives and strategies outlining the approach selected. In responding to each of these major elements of the work, the Applicant is expected to identify how its infrastructure, organizational capacity, experience and implementation skills will be used to deliver this program in a cost-effective and accountable manner. PART IV of the RFA provides detailed responsibilities on the roles and responsibilities and identifies performance objectives for each Regional Key.

Each section has a designated/maximum number of pages for the response. The responses are to be provided in 12 point, Times New Roman font. No bold or italicized items are to be included. A bullet format is permitted and encouraged.

Section A: Evaluation and Accountability (3 page maximum)

List objectives and strategies that ensure data and benchmarks related to Keystone STARS program implementation and professional development is collected regularly within established timeframes, reviewed to inform Regional Key program improvement, and that goals and objectives are met. How has the respondent insured that operations the organization implements are accountable and result in continuous quality improvement of the operation?

Section B: Leadership (3 page maximum)

List objectives and strategies that will continue to build and strengthen strong, clear, and shared leadership throughout the region the applicant is intending to serve. Applicant will need to demonstrate their ability to achieve the quality benchmarks for Keystone STARS, deliver professional development, and engage a wide range of community stakeholders in the early childhood education agenda. In the response, reference applicable experience of your organization in regional leadership.

Section C: Administration & Management (3 page maximum)

List objectives and strategies that demonstrate the applicant's ability to create an organizational and administrative structure to assure the accomplishment of all program goals and objectives, management and disbursement of funds, and engagement of community partners through committee involvement and sub-contracts.

Section D: Professional Development and Technical Assistance (3 page maximum)

List objectives and strategies that demonstrate the applicant's ability to engage and support the professional development and technical assistance needs of practitioners by leveraging the regional resources, establishing new linkages and developing resources to fill gaps in available services. Critical to the discussion is work with Higher Education on credit bearing coursework, support of certified teachers in the region (induction plans, evaluation, Act 48 offerings), credentials for credit or that can articulate to credit (Director Credential, CDA, SA Credential), needs based professional development required in Keystone STARS and that supports programs at higher level of STARS and improves outcomes for children. How will the respondent insure an accountable and successful implementation of technical assistance within the Region?

Section E: Outreach and Coordination (3 page maximum)

List objectives and strategies that demonstrate the applicant's ability to engage the regional and local communities and build on the enhanced visibility of the regional key as a hub for early childhood education resources by a diverse group of community stakeholders including early childhood programs, practitioners, families, school districts, higher education, business, and funders.

III. BUDGET SUBMITAL AND BUDGET JUSTIFICATION

The Keys to Quality Program is funded by federal and state child care dollars. A specific amount of funding is allocated annually and that amount cannot be exceeded. Therefore, any transitional costs will need to be absorbed within the amount allocated for each Regional Key. Applicants should complete the budget template for a 12 month budget (July 1, 2010 – June 30, 2011) for base comparisons- Rider 3. However, all applicants must understand that OCDEL will have further discussions with any newly selected vendor on managing transition costs.

The applicant will need to complete the:

- 2010-2011 Budget form in EXCEL format as part of Rider 3; and
- Budget Justification

Guidance for Completing the 2010/2011 Regional Key Budget and Budget Justification:

- A. A sample Regional Key Base Operational Budget has been included in Rider 3 for your reference. Applicants are required to write a budget justification in which they elaborate on the proposed fiscal operation of the Regional Key based on the data entered on the budget template EXCEL Worksheet, Rider 3.
- B. Travel and subsistence costs must conform to the requirements of the most current version of Commonwealth Management Directive 230.10, Travel and Subsistence Allowances. The Issuing Office may accept higher rates normally paid by an Applicant, if those rates were approved by the Applicant's officials and published prior to submitting this proposal to the Issuing Office.
- C. Indirect Costs cannot exceed 2%.
- D. The Issuing Office will reimburse the selected Applicant for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.
- E. Applicants will need to insure mathematical accuracy when completing the budget and justification.

**July 1, 2010 through June 30, 2011
Budget Justification**

Applicant will need to provide a narrative discussion of the project cost categories **and related line items** presented in the same sequence as they appear on the budget spreadsheet. Sufficient detail is required so there is a clear understanding of how costs were calculated and why they are necessary. Refer to the annual budget estimate page in Rider 3 for the region in which the applicant is applying to serve.

Regional Key Budget Categories

Personnel:

Operating:

STARS Supports (Subcontracts):

Prof Development Subcontracts & Payouts to Instructors

Provider Grants:

Certification Technical Assistance or Training Referral:

Total All:

PART III

CRITERIA FOR SELECTION

I. RESPONSIVENESS TO REQUIREMENTS

A. To be eligible for selection, an application must be:

1. Received in accordance with the established timeline;
2. Received in accordance with the required format, and;
3. Properly signed by an official authorized to bind the applicant.

With the exception of these requirements, in its sole discretion, OCDEL may accept a proposal which does not conform to a requirement of this request as well as invalidate those that fail to submit a completed application.

B. To be eligible for selection an applicant:

1. Can not apply to conduct services for more than one (1) Regional Key area;
2. Must be able to secure at minimum a 30 day line of credit to maintain operations;
3. Must be a Pennsylvania entity in good standing to conduct business on behalf of the Commonwealth;
4. Cannot be listed on state or federal tax delinquent or debarment lists;
5. Must have regional experience for the area in which applicant is applying;
6. Must maintain an office within the region applying for;
7. Must maintain 12 month Regional Key program operation.; and
8. Must have attained/maintain STAR 3 or 4 designation as part of the Keystone STARS program if the applicant operates child care facilities.
9. Must have demonstrated early childhood education expertise.

II. EVALUATION OF APPLICATIONS

All qualifying applications will be reviewed and evaluated by a committee selected by the Commonwealth. The Request for Application (RFA) Evaluation Committee will submit its finding to the Deputy Secretary for OCDEL. Notification will be made to the applicant whose proposal is determined to be the most advantageous to the Commonwealth. OCDEL may choose to negotiate with one or several applicants to arrange for the best possible agreement. The Issuing Office will award a contract only to an Applicant determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

A. The following components will be used to evaluate each application

1. ORGANIZATIONAL BACKGROUND

- a. Structure (3 page maximum)
- b. Capacity and Experience (5 page maximum)
- c. Staffing(3 page maximum)
- d. Cost Effective, Integrated Approach (3 page maximum)
- e. Emergency Preparedness (3 page maximum)

2. IMPLEMENTATION OF KEYS TO QUALITY AND KEYSTONE STARS

- a. Section A: Evaluation and Accountability (3 page maximum)
- b. Section B: Leadership (3 page maximum)
- c. Section C: Administration & Management (3 page maximum)
- d. Section D: Professional Development and Technical Assistance (3 page maximum)
- e. Section E: Outreach and Coordination (3 page maximum)

3. BUDGET AND BUDGET JUSTIFICATION

Budget cost proposals will be subject to the evaluation process as identified below:

- a. The Committee will analyze the costs to determine if clarification is needed and if proposed costs are within the available funds.
- b. Proposals which include additional costs identified by the applicant will be evaluated for their benefit to the Commonwealth, as well as their ability to meet or exceed the intentions of this request.

B. Evaluation Criteria. The following criteria will be used in scoring each proposal. In order for a proposal to be considered for selection for best and final offers or selection for negotiations, the total score for the technical submittal of the application must be greater than or equal to 70% of the highest scoring technical submittal.

- 1. **Technical:** DPW has established the weight for the Technical criterion for this RFA as 70% of the total points. Evaluation will be based upon the following: Applicant Capacity, Experience and Qualification; Financial Capability, Personnel Qualifications, Available Facilities, Soundness of Approach as it relates to Evaluation and Accountability, Leadership, Administration/Management, Professional Development/Technical Assistance, and Outreach and Coordination.
- 2. **Budget and Budget Justification:** DPW has established the weight for the budget criterion for this RFA as 30 % of the total points.

PART IV

WORK STATEMENT REQUIREMENTS

The purpose of this RFA is to identify six Regional Key contractors to provide leadership, management and administration of all aspects of the Keys to Quality initiative at the Regional Level.

Section A of PART IV defines the Keystone STARS program, the PA Key, and Keys to Quality. As well as providing a brief history, Section B will describe the collaborative relationship between OCDEL, the PA Key, and the six Regional Keys in supporting and facilitating Keys to Quality and Keystone STARS program. Additionally, this section includes annual program information data such as numbers of clients and hours of Technical Assistance provided by region to assist the Applicant in gauging the work load and expectations of deliverables.

Section B of PART IV discusses the roles and responsibilities of the three main partners: OCDEL, the PA Key, and the Regional Keys. The primary purpose of Section B is to illuminate the interdependence of the partnerships as well as to identify specific objectives grantees are expected to meet.

SECTION A. BACKGROUND

- A. History: OCDEL was established in 2007 as a joint initiative between the Departments of Education and Public Welfare. It was established to promote opportunities for all Pennsylvania children and families by building systems and providing supports that help ensure access to high quality child and family services. The Pennsylvania Early Learning Keys to Quality (Keys to Quality) is a quality improvement system in which all early learning programs and practitioners are encouraged and supported to improve child outcomes.
- B. Vision: All Pennsylvania families will have access to high-quality early care and education and school age child care opportunities for their children that foster success in school and in life.
- C. Mission: To maintain a quality improvement system in which all early learning programs and practitioners are encouraged and supported to improve child outcomes. Improvements in programming are designed to increase the capacity to support children's learning and development; increase educational attainment among practitioners; enhance professional skills and competencies in support of children's learning and development.
- D. Guiding Principles:
 - 1. High Quality Benefits for Children
 - 2. Individually and Culturally Appropriate High Expectations for Children's Learning
 - 3. Leadership
 - 4. State and Regional Coordination

5. Commitment to Quality Content
6. All Practitioners Participate in Quality Improvement Activities
7. Focus on Credentials and Professionalism
8. Systems Coordination, Integration and Accountability
9. Compensation, Funding and Financing
10. Public, Stakeholder and Community Engagement

I. KEYS TO QUALITY

PA Keys to Quality brings together numerous organizations and programs providing quality improvement, professional development, technical assistance, as well as financial supports in a coordinated and systematic service delivery model critical to OCDEL services programs like Keystone STARS, PA Pre-K Counts, Head Start, etc. PA Keys to Quality builds bridges across state government departments. These are blended with OCDEL early learning strategies, creating one vision for all early learning programs, practitioners, children, and families.

To implement PA Keys to Quality, the Pennsylvania Key has been established in Harrisburg to coordinate programming. Regional Keys are geographically strategically located in six regions across the Commonwealth to provide general oversight and leadership for the system. The Regional Keys develop and implement the following for Keys to Quality which includes but is not limited to: developing regional quality improvement plans for professional development and technical assistance; partnering with Community Engagement Groups; and conducting outreach campaigns. Specifically the Regional Keys:

- A. Work in an integrated and collaborative way both locally and statewide within the early care and education community.
- B. Facilitate community interface with Head Start, Early Intervention, Pa Pre-K Counts, Child Care Information Services agencies, Certification Regional Offices, local School Districts, etc. The Regional Key serves as geographic hub to connect early learning programs and services.
- C. Provide Community Engagement contract management and partnership: 58 active Community Engagement Groups (CEG) arrayed as demonstrated in Table 1.

Table 1:

Regional Key	# of Community Engagement Contracts
Central Regional Key	17
North East Regional Key	12
North West Regional Key	13
South Central Regional Key	8
South East Regional Key	3
South West Regional Key	5

- D. Develop and implement communication strategies to assure that early learning practitioners are aware of professional development opportunities and programs and communities are aware of Keystone STARS. Insure that new advances and opportunities are appropriately communicated to participants and community stakeholders.
- E. Encourage all early learning practitioners to participate in the program and professional development system, and increase their educational attainment. Review funding priorities to promote credit-bearing offerings and explore alternative higher education opportunities (such as distance education).
- F. Ensure that the content of professional development be based upon the early learning standards, core body of knowledge, Pa. Code Title 22, Chapter 49, and most current research. It should be based on individual development plans of the practitioner, delivered by OCDEL certified Pennsylvania Quality Assurance System (PQAS) instructors and focused on improving outcomes for children.
- G. Increase communication and collaboration with the higher education community in order to achieve goals of increased support for the attainment of early education credentials and increased number of higher education programs that offer early childhood education coursework and certification.
- H. Assist in facilitating Teacher Induction and Evaluation Plans for Teacher Preparation Programs (Instructional Certification).
- I. The Regional Keys implement professional development for early childhood professionals in the region through a complex network of contracts with professional development organizations, higher education providers and individuals. Table 2 below shows the organizations with which each Regional Key currently contracts to provide both non-credit and credit professional development, including Child Development Associate (CDA) certificates, School Age Professional Credentials, Director Credentials, workshops and early childhood coursework.

TABLE 2:

Central Regional Key	Northeast Regional Key	Northwest Regional Key	South Central Regional Key	Southeast Regional Key	Southwest Regional Key
Cambria American Red Cross	Bucks County Community College	American Red Cross	CAECTI (Capital Area Early Childhood Education Training Institute)	Arcadia University	Carlow University
Central Susquehanna	Child Care Providers, Inc.	Beaver County Community	Family Support	Community College of	Community College of

Central Regional Key	Northeast Regional Key	Northwest Regional Key	South Central Regional Key	Southeast Regional Key	Southwest Regional Key
Intermediate Unit (CSIU)		College	Alliance	Philadelphia	Allegheny
Early Childhood Professional Development Corporation	Holy Family College	Butler County Community College	Harrisburg Area Community College	Delaware Community College	Office of Children, Youth and Family
Penn College	Keystone College	Butler County Children's Center	LutherCare	Delaware Valley – AEYC (Association for the Education of Young Children)	Penn State Fayette
Penn Highlands	Kings College	ECELS (Early Childhood Education Linkage System)	Northampton Community College	Eastern University/ Esperanza College	Pittsburgh Association for the Education of Young Children
Penn State University	Lackawanna College	Edinboro University	PennAEYC	Gratz College	Point Park University
	Lehigh Carbon Community College	IndiKids	Penn State Cooperative Extension	Holy Family University	St. Vincent College
	Manor College	Intermediate Unit #9	Penn State York	Manor College	University of Pittsburgh, Office of Child Development
	Northampton Community College	Mercyhurst College	WITF	Montgomery Early Learning Centers	Westmoreland County Community College
	Reading Area Community College	PAEYC- Pittsburgh Association for the Education of Young Children	YWCA of York	Northwest Interfaith Movement	
	Office of Children and Youth	Pitt Bradford		West Chester University	
	Penn State Cooperative Extension	Penn State University – Shenango and Clearfield			

Central Regional Key	Northeast Regional Key	Northwest Regional Key	South Central Regional Key	Southeast Regional Key	Southwest Regional Key
		Penn State Extension			
		WQLN			

J. The following are Professional Development responsibilities that each Regional Key will provide in co-operation with OCDEL, the PA Key, and others in the early learning community. The Regional Key ensures that adequate professional development is available to meet the needs of programs/practitioners. Professional development is categorized as:

1. Core Series- STARS Standards require each Director of a facility to take this professional development. The Regional Key is responsible to provide and/or coordinate adequate sessions to meet the needs of practitioners. Content of these statewide modules is developed and distributed by the PA Key. The Core Series is comprised of the following workshop sessions.
 - a. STARS Orientation Part 1
 - b. Core Body of Knowledge/Professional Development Record
 - c. Environment Rating Scale
 - d. Continuous Quality Improvement
 - e. Facility Professional Development Plan
 - f. Early Learning Standards or School Age Links to Learning Foundations
 - g. STARS Orientation Part 2

2. STARS Support – STARS Standards require additional professional development to meet specific standards for director and staff. Content of these modules is developed and or approved by the PA Key. The Regional Key is responsible for providing and/or coordinating adequate sessions to meet the needs of practitioners. STARS Support workshops include:
 - a. Ages and Stages Screening Tool
 - b. Beyond the Professional Development Record I and II
 - c. Orientation for new staff -15 hour self-learning modules series
 - d. Pediatric First Aid
 - e. CPR
 - f. Observation/Work Sampling/OUNCE
 - g. Mandated Reporter/Child Abuse
 - h. Health and Safety (multiple topics)
 - i. Business Practices
 - j. Using Portfolios to Bring Out the Best in School-Age Children
 - k. Links to Learning – Communicating and Coordinating with Schools (school-age)
 - l. Links to Learning – Family Engagement (school-age)

3. Credentials- STARS Standards require percentages of staff to obtain the appropriate credentials. It is the responsibility of the Regional Key to ensure adequate offerings of credential college courses or classes that articulate for college credit.

- a. Child Development Associate (CDA)
 - b. School-Age Professional Credential
 - c. Director Credential
4. Needs Based Professional Development – The Regional Key is responsible for disseminating the Facility Professional Development Plan to all programs. The plans received from programs are then used to develop the plan for professional development that will be offered in the region. The Regional Key collaborates with all contracted Professional Development Organizations to ensure that practitioner needs are met by.
 - a. Identifying needs of individual practitioners using the Core Body of Knowledge and the Professional Development Record.
 - b. Identifying needs in the region by programs using the Facility Professional Development Plan.
 5. Mind in the Making - Each Regional Key is responsible for the delivery of at least two Mind in the Making (MITM) sessions per fiscal year. A session requires 10 learning pairs (director and lead teacher) of participants from early learning facilities participating in Keystone STARS at STAR 3 or 4 and generally runs for 6 weeks. At the conclusion of session Learning Pairs are required to provide the instruction to the staff in their programs.
 - a. Mind in the Making Learning Modules for Early Childhood Teachers is produced by Families and Work Institute. The sessions consist of 12 MITM modules: Beginning a learning adventure; essential connections; how learning begins, social, emotional and intellectual learning are inextricably linked; building confidence and competence; understanding temperament; how we learn to know others’ thoughts and feelings; encouraging curiosity and problem solving; how to use language to make meaning form experience; memory and learning; stress and learning; and creating communities of learners.
 - b. Each Regional Key is responsible for ensuring all MITM sessions are delivered by a PA PQAS approved MITM Learning Facilitator. The regional key is responsible for reporting MITM sessions and participants in the quarterly PRI. The regional key is also responsible for the distribution of MITM Learning Facilitator manuals.
 6. Credit Bearing Courses - It is the responsibility of the Regional Key, in collaboration with the PA Key, to develop relationships with institutions of higher education in order to inform them of the educational needs of the early childhood education field and new policies, practices, and initiatives of the Office of Child Development and Early Learning. The Regional Key also informs practitioners of the opportunities to apply for Project T.E.A.C.H. scholarships, vouchers, and other financial assistance programs.

TABLE 3: The following table shows the total number of Professional Development Events, hours and participants attending professional development events in 08-09 by Regional Key (*all figures are approximate and not contractually binding*)

TABLE 3:

Regional Key	# of Professional Development Events	# of hours of Professional Development Events	# of Participants attending events
Central Regional Key	547	3,357	8,227
North East Regional Key	1,007	5,741	17,060
North West Regional Key	428	2,427	7,552
South Central Regional Key	811	4,504	14,453
South East Regional Key	841	6,971	14,919
South West Regional Key	658	2,998	10,758

- K. Provide or subcontract for STARS Technical Assistance within the region for participating STARS Providers to support providers moving to higher STAR levels. Further the Regional Keys will implement the pay for performance and accountability system in technical assistance. STARS Technical Assistance is an intensive, one-on-one service provided to participants to help the facility achieve specific Keystone STARS quality performance standards and movement in STAR levels.

Administered through the Regional Keys by contract with consultants who have the knowledge, skills, and experience necessary to guide programs in the Keystone STARS content areas of Staff Qualifications and Professional Development, Leadership and Management, Early Learning (and School Age) Program, Partnerships with Family and Community.

The goals of STARS Technical Assistance are:

1. Assist eligible STARS facilities to achieve specific quality performance standards and achievement of higher STAR levels using an established action plan.
2. Enhance, but not duplicate, the services provided by other parts of the early childhood education system including the STARS Management process, professional development, and the initiatives of the Department of Welfare and the Department of Education.
3. In conjunction with the STARS Manager and other partners, promote a team approach to addressing the needs of practitioners and programs.

Any certified or registered center, group, and/or home-based provider that is enrolled in Keystone STARS at Start with STARS (SWS) or above and have enrolled in or completed the Keystone STARS Core Professional Development Series may request STARS TA services.

TABLE 4: Table 4 illustrates the STARS TA provided by region for fiscal year July 1, 2008 to June 30, 2009

TABLE 4:
Technical Assistance Requests FY 08/09

Region	STARS TA Requests FY08/09			YTD Hrs (Closed)		YTD Hours (All cases)			
	Total # Requests	# Closed Plans	Average Hrs (Closed Plans)	Direct Hrs.	Indirect Hrs.	Direct Hrs.	Indirect Hrs.	# Visits	Travel Hrs.
South Central	213	142	18.04	2198.00	363.25	2744.25	504.50	942	984.25
Northeast	163	87	16.86	1152.25	314.75	2065.75	612.75	593	629.50
Southeast	361	208	11.54	1886.00	513.82	2775.45	714.42	1286	1230.35
Northwest	77	35	18.10	431.00	202.50	914.25	398.76	311	441.15
Central	86	46	10.20	329.00	140.25	530.75	176.75	163	404.50
Southwest	95	30	33.13	779.75	214.00	1440.00	417.75	574	594.00
Totals	995	548	15.56	6,776	1,749	10,470	2,825	3,869	4,284

- L. Implement Early Child Mental Health (ECMH) consultation services to early learning facilities participating in Keystone STARS. Each Regional Key is responsible for the implementation and delivery of ECMH consultation services to early learning facilities participating in Keystone STARS. The ECMH consultation program is a consultative model based on The Center on Social and Emotional Foundations for Learning, “Pyramid Model”. ECMH consultation addresses the middle level of “The Pyramid” by providing child-specific targeted social and emotional supports to mitigate challenges in the early learning program, while also supporting high quality learning environments and nurturing responsive relationships through Professional Development for teachers.

ECMH Goals are:

1. To reduce the number of children expelled from child care due to challenging behaviors
2. To increase the understanding of social and emotional development and its impact on educational success
3. To link and bridge systems and services on behalf of a child, family and program

ECMH Consultants have strong educational backgrounds in mental health, child development, and early education. They work closely with STARS practitioners, observing children and program practices, and developing goals and strategies to enhance the practitioners’ capacity to encourage healthy social and emotional development and create a learning environment which promotes positive behaviors. In addition, ECMH consultants are knowledgeable about community based mental health, medical and development services enabling referrals to the appropriate systems when warranted.

Expected annual direct service hours are 840 (70 per month) per ECMH consultant, average annual case load is 72 individual clients. ECMH consultants are required to deliver 4 professional development sessions per year.

TABLE 5: Table 5 indicates the approximate number of ECMH cases by Region 08/09

TABLE 5:

Regional Key	# of ECMH Cases
Central Regional Key	69
North East Regional Key	66
North West Regional Key	37*
South Central Regional Key	128
South East Regional Key	92
South West Regional Key	56

**did not have a consultant for the first quarter and the last month of 08-09*

M. School Age Supports - Regional Key is responsible for implementation of school-age specific Professional Development and Technical Assistance targeting school-age practitioners participating in Keystone STARS either through subcontracts or directly. The Regionally based school-age child care organizations and specialists provide professional development and technical assistance to meet specific needs of school-age practitioners participating in Keystone STARS. SACC-PD/TA employs research-based methods for improving program quality, and impacting positive outcomes for children. Regional SACC-PD/TA also facilitates partnerships with community stakeholders to promote the development and expansion of out-of-school programming. Some specific examples of how school-age providers are supported in Keystone STARS are described below.

1. Standards have been interpreted for school-age programs through the creation of school-age specific worksheets and optional tools which provide guidance for meeting benchmarks.
2. Training and professional development have been developed to assist school-age practitioner movement on the Career Lattice (e.g. SAC New Staff Orientation, SAC Credential) and understanding of linking curriculum and learning standards, coordinating and communicating with families and schools, observation and assessment.
3. Assistance is available in the form of individualized on-site assistance aimed at achieving specified knowledge relative to performance expectations of Keystone STARS.
4. Resources for example are available to SACC programs meeting eligibility and specific standards in the form of merit awards, education and retention awards, vouchers and tiered reimbursement.
5. Supports include the creation of the T.E.A.C.H. Afterschool/Youth Development Scholarship developed in partnership with the Office of Child Development and Early Learning (OCDEL), Pennsylvania Key, Pennsylvania Child Care Association (PACCA), Pennsylvania Afterschool Youth Development Network (PSAYDN), the United Way of Southeastern Pennsylvania and the National Institute on Out-of-School Time (NIOST). The new scholarship provides financial assistance and other supports for staff to earn college coursework toward a PA School-Age Professional Credential, Youth Work Certificate or Associate degree.

II. KEYSTONE STARS

Keystone Standards, Training, Assistance, Resources, and Support (STARS): The Keystone STARS program provides Standards, Training (Professional Development), Assistance, Resources, and Support to facilitate continuous improvement and recognize achievement by early learning and school-age programs in Pennsylvania, including Head Start and Pre-K Counts. Keystone STARS establishes a quality rating improvement system in PA, whereby each STAR designation is based on research-based performance standards or benchmarks that are linked to improving outcomes for children.

The Performance Standards are grouped into four levels: STAR 1, STAR 2, STAR 3, and STAR 4. Each level builds on the previous level and uses research-based best practices to promote quality early learning and school-age environments and positive child outcomes. The standards address staff qualifications and professional development, the learning environment, partnerships with family and community, and leadership and management.

Keystone STARS is managed through a partnership of the Office of Child Development and Early Learning (OCDEL) and the Pennsylvania and Regional Keys. Regional Keys undertake the following responsibilities in the management of Keystone STARS:

- A. Promote Keystone STARS through community education and publicity, as the centerpiece of the quality improvement system for program and professional development, and encourage all eligible early learning programs to enroll in the program.
- B. Through Keystone STARS, align resources to assist programs improve their STAR levels, provide technical assistance, program resources, financial supports necessary, and link professional development opportunities to Keystone STARS standards, best practice and emerging early learning requirements.
- C. Oversee and implement the Keystone STARS program including all STARS Standards, Policies, and Protocols.
- D. Facilitation of provider participation in the Early Learning Network (ELN) including utilization, training, and support of the Work Sampling System and OUNCE.
- E. Regional management of the PELICAN Keys to Quality database for program management in cooperation with OCDEL.
- F. Assist programs in accessing financial supports and distribution of approximately \$ 32 million dollars in Keystone STARS Provider Grants and Awards on an annual basis.
- G. Accountable management of the Keystone STARS program including management of program participation and upward movement targets, financial spending targets and subcontractor management.

TABLE 6: The following Table 6 provides information statewide and regionally from the 08/09 Keystone STARS program important to understanding the management of the Regional Keys.

TABLE 6:

STATEWIDE PARTICIPATION 08/09							
<i>Children Reached by Keystone STARS</i>							
The total estimated number of children served by Keystone STARS providers is 177,530							
<i>Provider STARS Participation</i>							
The total number of providers in Keystone STARS - 4,828 (56% of regulated providers):							
<ul style="list-style-type: none"> ▪ Center Based - 3,137 (75% of regulated providers), ▪ Groups Home - 469 (55% of regulated providers), and ▪ Family Home providers - 1,222 (35% of regulated providers). 							
<i>Please note that these percentages are based on July 1, 2009 Certification statistics.</i>							
<i>Grants Processed Statewide</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
418	\$ 299,827.94	1,279	\$ 2,057,468.70	1,806	\$ 30,326,770.79	3,503	\$ 32,684,067.43
CENTRAL REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 10.5% of providers and includes the following twenty counties: Bedford, Blair, Bradford, Cambria, Center, Clinton, Columbia, Fulton, Huntingdon, Juniata, Lycoming, Mifflin, Montour, Northumberland, Perry, Snyder, Somerset, Sullivan, Tioga, Union							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
40	\$ 35,143.88	104	\$ 141,242.75	182	\$ 2,142,547.55	326	\$ 2,318,934.18
NORTHEAST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 18 % of providers and includes the following thirteen counties: Berks, Bucks, Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne, Wyoming							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
62	\$ 56,545.06	149	\$ 243,829.25	319	\$ 4,905,597.02	530	\$ 5,205,971.33

NORTHWEST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 11% of providers and includes the following eighteen counties: Armstrong, Beaver, Butler, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, Warren							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
44	\$ 39,219.81	128	\$ 164,208.25	198	\$ 3,634,499.10	370	\$ 3,837,927.16
SOUTH CENTRAL REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 17 % of providers and includes the following eight counties: Adams, Chester, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, York							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
67	\$ 54,148.18	193	\$ 309,828.10	348	\$ 4,804,291.14	608	\$ 5,168,267.42
SOUTHEAST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 29.5 % of providers and includes the following three counties: Delaware, Montgomery and Philadelphia							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
162	\$ 82,952.87	569	\$ 1,028,066.39	517	\$ 11,486,423.60	1,248	\$ 12,597,442.86
SOUTHWEST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 14 % of providers and includes the following five counties: Allegheny, Fayette, Greene, Washington, Westmoreland							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
43	\$ 31,818.14	136	\$ 170,293.96	242	\$ 3,353,412.38	421	\$ 3,555,524.48

Section B. ROLES AND RESPONSIBILITIES OF SYSTEMS PARTNERS

To fully understand the scope and depth of the leadership and management of the Keys to Quality it is imperative that all applicants study the three primary partnership roles: OCDEL, the PA Key, and the Regional Keys. Pennsylvania's early learning quality improvement system will be led by The Office of Child Development and Early Learning, the Departments of Public

Welfare and Education, in close collaboration with partners the PA Key and the six Regional Keys. The chart below illustrates core responsibilities of each partner:

- Office of Child Development and Early Learning,**
PA Departments of Public Welfare and Education
- Keys to Quality funding, grant allocation, policy development
 - Establish Keystone STARS funding levels, STAR Standards, management and administrative policies, program accountability and targets.
 - Monitors and insures accountability of the PA Key and Regional Key

Pennsylvania Early Learning Keys to Quality

- PA Key (directly or subcontracted)**
- Develops policies and programs related to professional development and technical assistance including cross sector work
 - Manages Environment Rating Scale assessment
 - Coordinates Head Start Collaboration Office
 - Manages process for Director's Credential, School Age Professional Credential, and voucher program
 - Manages contract for Project T.E.A.C.H. scholarships through PACCA
 - Manages ECELS and Better Kid Care contracts
 - Coordinates state-wide policies and practices related to Early Childhood Mental Health and School Age projects
 - Coordinates development of career lattice
 - Facilitates linkages to Higher Education including program to program articulation projects
 - Manages PA Quality Assurance System (PQAS)
 - Manages online professional development calendar, provider registry and the '800' call professional development information line
 - Provides content information, communication materials, and technical assistance to Community Engagement Groups
 - Manages PA Pre-K Counts monitoring and technical assistance to programs

- Regional Keys (directly or subcontracted)**
- Contributes to principles and framework
 - Regional leadership focusing on quality benchmarks
 - Establishes regional advisory groups to develop plans and regular consultation/coordination with CCIS/CAO, Certification, School Districts, IU's, United Way, Head Start, PA Pre-K Counts and other community based groups
 - Develops and implements regional plans in the inter-linked areas of STARS and professional development
 - Administers STARS (outreach, applications, financial awards, STARS TA, resource deployment)
 - Develops, plans and implements regional professional development
 - Conduit for community engagement contracts
 - Linkages to Higher Education at the regional level
 - Serves as the Regional conduit for new Early Childhood initiatives

Each partner provides leadership to, and coordinates with, other contractors and stakeholders. The roles and responsibilities of each partner are identified below in five categories: 1) leadership, 2) administration, 3) program, professional development and technical assistance, 4) outreach and coordination, and 5) evaluation and accountability.

Please note that Program Review Instrument (PRI) Objectives identified in this Request for Application are written by the Office of Child Development and Early Learning, in consultation with the Regional Keys, and are subject to change, at the discretion of OCDEL. Noting current benchmarks on the monitoring and review instrument is meant to provide insight for the applicant about the specifics of the operations.

I. Evaluation and Accountability

Pennsylvania Keys to Quality is focused on improving quality through participation in Keystone STARS and the professional development system. To ensure that these goals are met, the system will also include an evaluation and accountability component. Specific responsibilities include the following:

A. OCDEL:

1. Ensures that reports of progress on STARS and professional development efforts are made to stakeholders and other appropriate audiences through posting reports on the PA Key website, BUILD listserv, Office Annual Report and other mechanisms;
2. Develops an evaluation framework to assess the process and outcomes of Keys to Quality. Evaluations focus on implementation to support continuous improvement; long-term research projects to determine if the STARS and professional development standards are effectively linked to child outcomes;
3. Establishes participation and STAR level targets, gathers and evaluates data, by region, on the percentage of providers who participate in STARS.
4. Implements through the Program Review Instrument specific deliverables of the contract. Monitors and approves improvement plans of the PA Key and Regional Keys to insure accountability and high levels of performance of the contract.
5. Review and analyze professional development data to improve services, benchmark deliverables and modify program direction. Share this data with the PA Key and together use it to inform decisions regarding the approval of local plans and resources.
6. Supports the ongoing development and implementation of the PELICAN Keys to Quality Data System an integrated, internet-based management system that encompasses the work of Keystone STARS, and technical assistance in consultation with the PA Key and Regional Keys. The purpose of this system is to support efficient administration of the quality improvement system, to gather data needed to track progress in meeting annual goals and benchmarks, and to identify investments impacting positive outcomes for children;

B. The PA Key:

1. Supports the ongoing development and implementation of the web based professional development calendar and practitioner registry as well as the PA Key website which serves as an information hub for Keys to Quality.;
2. Assists OCDEL in evaluating data and providing feedback by region, including but not limited to the amount and types of professional development and technical assistance delivered, the percentage of providers who participate in professional development and technical assistance at each level. Assist in planning and use of the data to inform decisions regarding the approval of local plans and resources, and implementation strategies;
3. In consultation with OCDEL, supports development of policies and procedures to ensure consistent reliable implementation of technical assistance, professional development, ERS assessments, and STARS designation.

C. The Regional Keys:

1. Maintain regional data on ECE quality and practitioner professional development/education. This includes the capacity to maintain and make minor changes to the PELICAN Keys to Quality and Professional Development databases, and/or any other automated systems developed by the PA Key or OCDEL;
2. Gather and evaluate regional data on the percentage of providers who participate in STARS and OCDEL funded professional development, at each level. Use this data to inform regional professional development and technical assistance plans and budgets;
3. Participate in research and evaluation approved by OCDEL;
4. Provide regional support to providers using the Early Learning Network to access Work Sampling and Ounce child assessments and enter general program, teacher and child demographic data;
5. Achieve monthly and annual STARS provider movement targets that are established in coordination with OCDEL.
6. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes: *(the following are from the Program Review Instrument and the prospective Grantee will be assessed on successful achievement of these objectives four times a year):*

Data and Report Monitoring

Data is accurately entered and maintained in state-defined data management systems in a timely manner

Required Strategies:

- a. Contacts with providers are accurately recorded in PELICAN, within 10 business days.
- b. STARS Designations are accurately recorded in PELICAN within five business days of designation date. (90% Accuracy)
- c. Regional Key ensures that quarterly information entered in the STARS TA worksheet is complete and accurate

- d. Early Childhood Mental Health (ECMH)- consultants compile data tracking spreadsheets, contact & outreach logs and share with Regional Key and PA Key ECMH Project Director (Monthly)
- e. Enrollments are accurately recorded in PELICAN (90% accuracy)
- f. Grants and awards are accurately recorded in PELICAN (90% accuracy)

Develop additional data that will assist in the promotion of Keystone STARS, continuous quality improvement of child care and the benefits of child care staff.

Define, collect, and analyze data-rich reports to inform the decision making of the Key. Distribute reports to the Early Learning, School-Age, and stakeholder community.

Respond to OCDEL report requests (both scheduled and special requests) within timeframes.

Required Strategy:

- a. Regional Key meets with ERS assessors to review and provide copies of completed ERS validation visit forms for the coming six-month period.

Regional Key plans, coordinates, implements, and assesses status of state and agency deliverables/requirements within defined timeframes.

Required Strategies:

- a. Renewal and projected new site assessments are received by ERS assessor before June 15th for the coming fiscal year (with at least 80% Accuracy).
- b. Additional sites moving to higher STAR levels are added to the Intranet communications tool within 10 business days of predesignation of the site (with at least 90% Accuracy)
- c. ERS visit forms are submitted to the assessor within 10 business days of predesignation of the site for additional sites (those not on initial master spreadsheet) moving to higher STAR levels (with at least 90 % Accuracy)
- d. Key shows monthly progress in meeting targets for recruitment and movement
- e. Keystone STARS Specialists have goals for STARS movement and participation
- f. Submit timely and complete reports for the Contractor Partnership Program.
- g. Achieve compliance with the requirements of the Contractor Partnership Program.

II. Leadership

Maintaining a strong focus on quality improvement, and clear leadership, is vital to the success of this effort. To this end, the partners assume the following responsibilities:

A. OCDEL:

1. Provides leadership and policy governance to the Keys to Quality system through the Governor's Early Learning Council (ELC) whose purpose is to plan for the expansion of effective early learning and development services for young children and their families, and make recommendations to ensure the plans are implemented successfully;
2. Convenes the STARS Advisory Committee (a sub-committee in the governance structure to the Council). The purpose of the Advisory Committee is to advise OCDEL regarding the Keystone STARS program including the performance standards, operations and

program design, and program protocols, tools, and resources in an effort to strengthen the quality of learning programs in the Commonwealth;

3. Develops benchmarks for quality improvement in the early learning system and tracks progress in achieving these benchmarks. This includes setting goals (statewide and by region) for the percentage of Pennsylvania's early education and care programs that should be at STAR one, two, three and four, benchmark annual movement progress to higher STAR levels and the percentage of practitioners that have attained various education/professional development levels in a career lattice;
4. Develops a periodic assessment of ECE finance with the PA Key, Regional Keys and STARS Advisory, that: a) models the cost of each level of Keystone STARS and compares this with existing resources; b) estimates the cost of assisting practitioners to achieve desired credentials and levels of professional development; and, c) estimates the funding needed to achieve desired quality goals;
5. Continues to coordinate and insure strong working relationships across OCDEL programs;
6. Reviews and revises the STARS standards, policies and procedures and innovate continued development of the Keys to Quality System in consultation with PA Key, Regional Keys, STARS Advisory and other appropriate partners.

B. The Pennsylvania Key:

1. Implements the Pennsylvania's quality improvement agenda with the Office of Child Development and Early Learning and provides statewide leadership focused on attaining quality benchmarks. The Pennsylvania Key is located in Harrisburg and plays a critical leadership role as part of its collaborative relationship with state government and other key stakeholders in developing the integrated, coordinated program quality improvement including professional development, technical assistance, and community outreach supports;
2. Meets regularly with staff from the Regional Keys to ensure a strong working relationship and shared vision for the quality improvement system;
3. Leads the work on engagement of the higher education community including continued work on program to program articulation agreements between two and four year schools. Manages the statewide professional development system including the PA Key website, online professional development calendar, '800' customer service line, the practitioner registry, the PA Quality Assurance System (PQAS), the Director's Credential, the School Age Professional Credential, and the tuition reimbursement and CDA assessment voucher programs;
4. Manages state-wide professional development contracts including Project T.E.A.C.H., Better Kid Care, and ECELS;
5. Coordinates state-wide policies and practices related to Early Childhood Mental Health and School Age projects;
6. Coordinates statewide technical assistance and professional development to community engagement groups;
7. Facilitates coordination of cross-sector behavior supports for children birth to five, and staffs the statewide Early Childhood Mental Health Advisory Committee.

C. The Regional Keys:

1. Provide overall leadership to their Region in achieving the quality benchmarks set forth for Keystone STARS;
2. Meet regularly and engage on a county or regional level, as appropriate, to ensure a strong working relationship and shared vision for the quality improvement system. Engage with representatives from Community ECE Advisory Groups, licensing representatives, CCIS, CAO practitioners, higher education, family support, school district representatives, IU representatives, and other key ECE and community stakeholders in the region. This includes any sub-contractors involved in implementing professional development, technical assistance and quality improvement;
3. Develop a plan for delivering the professional development opportunities outlined in the Pennsylvania career lattice with representatives from higher education institutions, professional development contractors, regional advisory groups and others;
4. Develop the community leadership and standing to work effectively at a high level with civic and community leaders to understand the need for quality in the early care and education and school readiness programs of local communities, and to assure their input and support for the work supported by the Regional Key Center.
5. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes: *(the following are from the Program Review Instrument and the prospective Grantee will be assessed on successful achievement of these objectives four times a year):*

Data and Report Monitoring

Provide leadership in achieving the quality benchmarks set for Keystone STARS.

Obtain comment, feedback, and sign-off on the regional plan from stakeholder groups.

Engage, collaborate, and partner with stakeholders, including higher education, the Key's parent organization, school districts, parents, and community organizations.

Meeting Coordination and Attendance

Regional Key sponsors and attends meetings of various stakeholders to obtain feedback regarding the Regional Key and STARS.

Required Strategies:

- a. Regional Leadership Council (or subcommittee) meets quarterly, at a minimum.
- b. A quorum (50% plus one) of committee members attend scheduled Leadership Council meetings.
- c. The Leadership Council meeting schedule set by the Regional Key is followed (75% of meetings take place on date specified by Regional Key)

Regional Leadership Council is assessed considering the diversity of membership, regional collaboration, partnership, and end results.

III. Administration & Management

OCDEL is responsible for the core administration, oversight, monitoring and funding the quality improvement system.

A. OCDEL:

1. Directly contracts with, supervises, and partners with the PA Key and the Regional Keys;
2. Works in partnership with the PA Key and the Regional Keys to review plans, targets and budgets and ensure effective use of allocations;
3. Supervises and monitors the work of the PA Key and Regional Keys by developing contracts and work plans for administration and implementation of Keystone STARS and the PA Professional Development system. This includes developing the allocation formula for funding; reviewing each Key's annual proposed work and quality improvement plans and budgets; and developing guidelines for the selection, monitoring and oversight of sub-contractors.

B. The PA Key:

1. Coordinates with the Regional Keys in administering professional development and technical assistance that supports the implementation of Keystone STARS and the PA Professional Development system;
2. Oversees statewide administration of the professional development system. This includes: developing policies, procedures, supports, modules, data collection and reporting systems related to professional development and technical assistance and ensuring alignment with Keystone STARS;
3. Employs and supervises staff responsible for conducting the Environment Rating Scales required for Keystone STARS. In order to ensure that the staff involved in conducting assessments are free of conflicts-of-interest and have consistent reliability checks and supervision, ERS assessors are employed by the Pennsylvania Key;
4. Oversees administration of the Director's Credential, School Age Professional Credential, PQAS system, voucher program, practitioner registry, and online professional development calendar. To maximize efficiency and ensure statewide consistency, it is anticipated that additional credential programs would be developed by the Pennsylvania Key.

C. The Regional Keys:

1. Develop a regional quality improvement plan for professional development and technical assistance that leads to increased STARS participation and increased levels of quality, based on input from Regional Advisory Groups and other key stakeholders;
2. Develop a professional development and technical assistance budget for the regional quality improvement allocation. Funds should be targeted to efforts that increase participation and moving up in STARS and PA's Professional Development System, and, support credit-bearing professional development;
3. Assume responsibility for fiscal management of the regional quality improvement allocation, including fiscal/administrative oversight of all sub-contracts;
4. Implement STARS in the region. This includes the following activities:
 - a. Process STARS applications, including gathering data needed to assign a star rating. (Data collection/reporting systems and resource materials should be centralized, under the direction of the Pennsylvania Keys Center);

- b. Provide information on, connect providers to and administer STARS financial awards, e.g. Merit, Support Grant, Education and Retention Award, resources and support services;
 - c. Offer STARS orientation training, based on curriculum developed by the Pennsylvania Keys Center (note: this is currently called Keystone STARS core training);
 - d. Where appropriate, assist providers in self-study and/or provide (or sub-contract for) customized on-site technical assistance to help attain higher STARS level;
 - e. Manage the continuing professional development of Regional Key staff including a commitment to attendance at all OCDEL Regional Key All Staff meetings (two annually);
 - f. Ensure all staff meet minimum qualification, education, and certification standards.
 - g. Assist programs in accessing the financial support they need to maintain and/or improve their STAR level. This includes assisting programs in obtaining STARS financial supports, negotiating Head Start/child care/pre-kindergarten partnerships, strengthening business/fiscal management, and addressing other funding issues.
5. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes: *(the following are from the Program Review Instrument and the prospective Grantee will be assessed on successful achievement of these objectives four times a year):*

Funds Management

Regional Key has a system to efficiently move funds to practitioners.

Required Strategies:

- a. Regional Key contacts STARS program at least 60 days prior to designation expiration (for at least 90% of all designations)
- b. Designations or designation visits are completed before expiration (at least 90% of all designations)
- c. Regional Key is 45% encumbered by the end of December for the current fiscal year
- d. Approved financial awards are mailed to providers within 60 days of request (at minimum 90% grant request must be mailed within timeframe).

Comply with the fiscal requirements of OCDEL contract.

Required Strategies:

- a. Fiscal monitoring conducted and expenditures made in accordance with State requirements (100% compliance for all records).
- b. Fiscal monitoring conducted and expenditures made in accordance with Federal requirements (100% compliance for all records).
- c. Regional Key has an audit to comply with the terms of the DPW contract.

Staffing of Regional Key - Adequate and Appropriate positions

STARS Managers are provided opportunities to take part in skill building activities and professional development to enhance their ability to assist programs through the STARS program.

Organizational and administrative structures (including those that affect caseload) support staff in accomplishing Regional Plan and OCDEL goals and objectives.

Required Strategy:

- a. Regional Key positions match full time equivalency in budget, job descriptions, and organizational chart.

Administration

Execute and monitor grants and contracts given to sub-contractors to ensure achievement of deliverables, accountability, timely receipt of fiscal and program reports, review of reports, and disbursement of funds

Required Means of Measure:

- a. Regional Key evaluates active (those who have held a PDO) PD Instructors (5% by Quarter 2, 10% by Quarter 4).
- b. Regional Key evaluates TA consultants who have open service plans. (5% by Quarter 2, 10% by Quarter 4).

IV. Professional Development and Technical Assistance (PD/TA)

Successfully implementing the Keys to Quality approach is founded on professional development and technical assistance aligned with the early learning standards; core body of knowledge; guiding principles, standards and regulations governing the early learning program; and best practice in early learning. The implementation relies on highly qualified instructors and technical assistance consultants knowledgeable about the content area and systems of early learning in Pennsylvania. To this end, each entity will take responsibility for the following tasks:

A. OCDEL:

1. Provides an allocation of Professional Development/Technical Assistance and funds through contracts with the PA Key and each of the Regional Keys;
2. Develops policies and procedures to ensure that these funds are used to support STARS and OCDEL initiatives within the Regions participation, improve quality of programs and outcomes for children, in collaboration with the PA Key in addition to monitoring how PD/TA funds are used in each region;
3. Supports the development of connections with the Higher Education System both 2 and 4 year institutions with PA Key and Regional Keys. Serve as a link to the Pennsylvania Department of Education;
4. Approves professional development and technical assistance plans for each of the regions with the PA Key.

B. The PA Key:

1. Reviews and revises all technical assistance efforts in consultation with OCDEL and appropriate partners, to ensure that they support STARS participation are focused on increasing participation in STARS and making progress toward increasing STAR levels. Additionally, ensure that all technical assistance efforts engage and support all sectors of the early care and education system, including programs that receive Head Start and pre-kindergarten funding. This is accomplished in part through cross-systems coordination;

2. Provides leadership and coordination of cross-systems PD and TA. This involves the development and implementation of a three-year cross-systems (Head Start, Keystone STARS, Early Intervention, Pre-K Counts, school-age, ECMH, etc.) professional development strategic plan, the creation of TA competencies and coordination of Fourth Friday webinars for PD & TA consultants;
3. Reviews (in consultation with OCDEL) the PD/TA plans submitted by each of the regions and centrally administering (directly or via contract) the following programs: T.E.A.C.H., Early Childhood Education Linkage System (ECELS), Better Kid Care (BKC), and Voucher system;
4. Provides professional development and technical assistance to staff of the Regional Keys and their partners, including higher education faculty, Early Childhood Mental Health (ECMH), TA and professional development consultants, to ensure effective administration of Keystone STARS and professional development and technical assistance activities in the region. This includes professional development instructor institutes on various topics such as Continuous Quality Improvement plans and Learning Standards, higher education diversity institute;
5. Coordinates statewide professional development and technical assistance to Community Engagement Groups (CEG). This includes statewide meetings and teleconferences for CEG coordinators and partners;
6. Reviews and develops statewide curriculum materials and professional development modules to support practitioners in program improvement efforts (e.g., Keystone STARS) and, to the extent possible, develop policies and procedures to ensure that professional development supports a framework for movement on the Career Lattice. The long-term goal will be to transition toward credit-bearing courses linked to colleges and universities;
7. Manages various credential programs and develop new credential as needed. This includes: 1) reviewing the curriculum for the CDA, Director and School- Age credentials to ensure that these include credit-bearing professional development linked to colleges and universities and support movement on the Career Lattice; 2) manage assessment and approval process for the Director and School-Age Credentials;
8. Gathers and disseminates information on effective Early Childhood Education articulation models between two-and four-year colleges in the Commonwealth. Work with the Pennsylvania State System of Higher Education (PASSHE), Regional Keys and others to identify any statewide interventions that would further articulation agreements;
9. Manages the Pennsylvania Quality Assurance System (PQAS) to ensure the quality of instructors and professional development activities. Revise and redesign as needed;
10. Coordinates the Head Start Collaboration Office. Share information about how STARS is aligned with Head Start performance standards. Encourages collaborative support for programs and practitioners; especially in programs engaged in Head Start/child care partnerships;
11. Manages PA Pre-K Counts monitoring and technical assistance to programs;
12. Coordinates statewide implementation of the Early Childhood Mental Health Project (ECMH). This includes policy and procedure development and monitoring, monthly case consultation, calls/meetings, and implementation of ECMH Advisory Committee recommendations.

C. The Regional Keys:

1. Implement technical assistance supports and ensure that technical assistance funded by the Regional Keys Center encourages and supports programs seeking to enter STARS, or for STARS participants, improves STAR quality level. Technical assistance includes STARS TA, Early Childhood Mental Health, Child Care Health Consultation, School-Age. The overall goal is to ensure that all professional development and technical assistance that is available in the region (either through direct provision or sub-contracts) is aligned with and supports participation and/or continuous improvement in STARS. This is, in part accomplished through administration of the STARS TA Accountability and Quality Assurance System (see APPENDIX A);
2. Administer ECE professional development and technical assistance funds in the region, directly and via sub-contracts;
3. Convene a Regional ECE Advisory Group to support the development, assess the needs and implement the professional development and technical assistance plans;
4. Prepare a Technical Assistance Inventory in consultation with the Regional ECE Advisory Groups to determine technical assistance needs and resources. Based on the information in these documents, develop a regional plan to maximize all local TA and ensure a consistent and sustained focus on STARS participation and continuous improvement. The overall goal is to ensure that all professional development and technical assistance that is available in the region (either through direct provision or sub-contracts) is aligned with and supports participation and/or continuous improvement in STARS;
5. Ensure that technical assistance funded by the Regional Keys encourages and supports programs seeking to enter STARS, or for STARS participants, improves star level;
6. Ensure that professional development is credit-bearing if funded or provided directly by the Regional Keys, whenever possible;
7. Ensure that trainers satisfy PQAS requirements if funded by the Regional Keys;
8. Ensure that professional development funded by the Regional Keys supports programs and practitioners in moving up the STARS system and increasing participation at higher levels of professional development. This includes implementation of Credential coursework and supports, STARS Core Series, Support and Needs-Based professional development opportunities (and others identified) that are aligned with the Early Learning Standards, Pennsylvania Core Body of Knowledge, professional development that supports practitioner ability to move up on Career Lattice, and ensuring that professional development is credit-bearing if funded or provided directly by the Regional Keys Center, whenever possible;
9. Develop credit-bearing offerings and promote articulation agreements that make it possible for ECE practitioners to transfer credits from two-year to four-year colleges, and encourage other models that create smooth pathways from community-based training to degrees. Convene regional meetings with representatives of colleges and universities, local professional development contractors, regional advisory groups and others involved in ECE career development to support this work;
10. Reach out to Keystone STARS programs in PA Pre-K Counts to support Technical Assistance and Professional Development participation and opportunities in collaboration with PA Pre-K Counts Specialists so that there is coordinated support of STAR level maintenance for continued participation in PA Pre-K Counts ;

11. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes: *(the following are from the Program Review Instrument and the prospective Grantee will be assessed on successful achievement of these objectives four times a year)*:

Data and Report Monitoring

Provide integrated PD and TA to support facility and practitioner participation and movement in STARS (include strategies for ECE and SA).

Provide overall leadership, including the development, implementation, and monitoring of a plan to deliver PD and TA opportunities: include representatives from higher education, PD contractors, Keys staff, regional advisory groups, and other stakeholders.

Provide PD and TA to support practitioners and facilities to maintain Certification, including Certification Referral to Key procedures.

Facilitate access to PD and TA to assist practitioner movement along the career lattice.

Coordinate regular communication and purposeful collaboration to facilitate the integration of TA and PD opportunities and build long-term cross system and interagency relationships.

Provide professional development opportunities that are arrayed throughout the Core Body of Knowledge (CBK) Areas.

Required Strategy:

- a. PD opportunities are listed in PD tab of the PD/TA workbook (PD opportunities are arrayed amongst the CBK areas).

Practitioners in the region are aware of available resources to pay for their education, such as T.E.A.C.H. and the voucher system.

SACC New Staff Orientations are reviewed in a timely manner and appropriate follow-up is provided in areas of deficiency.

Required Strategies:

- a. Review within 10 days of receipt
- b. PD/TA offered in areas of most common deficiencies.

Actual Mind in the Making projects are on target with projections.

Actual Professional Development provided is on target with annual projections (by Quarter 2 at least 45% of PD is administered, by Quarter 4: 100% of PD is administered)

Actual Technical Assistance provided is on target with projections (by Quarter 2 at least 45% of TA is administered, by Q4 100% of TA is administered).

ECMH consultant-Provide opportunities to increase practitioners understanding of social emotional development in children birth to 5 years.

ECMH consultation is on target with projections (by Quarter 2 at least 45% of projected consultations have been administered, by Quarter 4 100% of consultations have been administered).

Implement Child Care Health Consultation (CCHC) in region.

RK will implement TA Quality Assurance/Pay for Performance in accordance with measures defined in guidance.

V. Community Outreach and Coordination

Effectively implementing Keys to Quality requires strong and consistent outreach and coordination. This needs to occur on several levels: among state and regional federal agency staff, among regional entities in Pennsylvania (e.g. the Regional Keys, local CCIS and CAO staff, regional DPW licensing staff, etc.), and among local stakeholders such as families, early care and education providers, community leaders and others. Specific activities include the following:

A. OCDEL:

1. Regularly meets with the STARS Advisory Committee to maintain and strengthen state-level relationships;
2. Develops the framework for outreach campaigns and coordination activities;
3. Participates with the PA Key and Regional Keys, as needed, for developing and planning statewide meetings and conferences;
4. Provides consultation to the PA Key and Regional Keys, as needed regarding unresolved issues with individual Community Engagement Groups;
5. In collaboration with PA Key, develops guidelines, review applications and determine funding levels for CEGs;
6. Informs Regional Keys and Community Engagement Groups regarding funding allocations;

B. The PA Key:

1. Oversees the development of outreach materials to inform consumers, policy makers, ECE programs and practitioners, about Keystone STARS, professional development opportunities, and the statewide quality benchmarks;
2. Provides technical assistance, professional development, and outreach materials to Community Engagement Groups to educate the community including parents, school administrators, business leaders, and legislators regarding the importance of investing in high quality early learning programs;
3. Manages the PA Promise for Children campaign and BUILD listserv;
4. Maintains the Pa Key's website including the on-line professional development calendar, practitioner registry, ECE programs and opportunities, and recent ECE developments and system changes;

5. Coordinates cross sector initiatives including PA Pre-K Counts, Head Start Collaboration Office, technical assistance, school age and early childhood mental health initiatives.

C. The Regional Keys:

1. Conduct outreach to ensure that providers, consumers and policy makers in the region are familiar with Keystone STARS, professional development opportunities and the regional quality benchmarks;
2. Maintain up-to-date information on all professional development and technical assistance activities in the region in consultation with professional development contractors, Regional ECE Advisory Groups, and other key stakeholders. Enter this information into the on-line calendar at least monthly. This should include professional development available to all ECE practitioners in all domains and from all sources -- not just professional development funded or sponsored by the Regional Keys Center;
3. Ensure awareness and accessibility of scholarships (including T.E.A.C.H.) and other financial assistance by programs and practitioners in the region needed to succeed in STARS and reach professional development goals;
4. Manage regional Community Engagement Group contracts.
5. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Grantee will be assessed four times a year on successful achievement of objectives.

ATTACHMENT 1

GRANT AGREEMENT AND GRANT SIGNATURE PAGE

Applicants: Do not complete this portion of the grant agreement. Please review the entire document and sign and submit the third page of this document only.

This GRANT AGREEMENT is made between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE ("Department"), and _____ ("Grantee"), operating at _____.

WITNESSETH:

WHEREAS, the Department of Public Welfare, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. §403); and

WHEREAS, Section 205 of the Public Welfare Code, 62 P.S. §205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility; and

WHEREAS, the Department expects to allocate funds that are expected to be appropriated for the **Pennsylvania Early Learning Keys to Quality** program; and

WHEREAS, the Grantee will operate the program described in detail in the Work Statement, which program meets the Department's standards; and

WHEREAS, the Grantee was selected to receive this grant in accordance with the Department's established grant policy and procedure.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The term of this grant shall be from July 1, 2010 to June 30, 2011. The Department may renew this grant for four (4) additional one year periods (July 1 – June 30). Upon the approval of the Department and the Comptroller's Office, revised work statements and budgets for the renewal years will become part of this grant agreement.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program described in the Work Statement, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Budget Forms
Rider 4	Standard Contract Terms and Conditions
Rider 5	DPW Addendum to Standard Contract Terms and Conditions
Rider 6	Audit Clauses
Rider 7	Lobbying Certification Form and Disclosure of Lobbying Activities
Rider R	Commonwealth Travel Rates

4. The Riders listed above are hereby attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$_____ and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through Funding Adjustments as a result of changes in applicable appropriations or allocations or certifications of available funds.
6. This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 4, upon thirty (30) days prior written notice.
7. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement, including its incorporated riders, shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

Applicants: On the following page, two agency representatives must sign in the Grantee spaces (in blue ink) to bind the applicant agency to the terms and conditions of the grant agreement, should the application be selected for funding. Do not write below the Grantee section. Submit the signature page only as part of the technical portion of the application.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by its duly authorized officials.

NAME OF GRANTEE _____

SIGNATURE

SIGNATURE

Print or type name and title

Print or type name and title

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE**

Program Deputy Secretary

Secretary

SIGNATURE

SIGNATURE

COMPTROLLER – DEPARTMENT OF PUBLIC WELFARE

I hereby certify that funds in the amount shown are available under the Appropriation Symbols:

AMOUNT	SOURCE	APPROPRIATION SYMBOL	PROGRAM

COMPTROLLER FOR BUDGET SECRETARY

SIGNATURE

Approved as to Legality and Form:

**OFFICE OF LEGAL COUNSEL
DEPARTMENT OF PUBLIC
WELFARE**

**DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY
GENERAL
(when required)**

**DEPUTY GENERAL COUNSEL
OFFICE OF GENERAL
COUNSEL
(when required)**

**ATTACHMENT 2
APPLICATION COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
Department of Public Welfare Procurement
Office of Child Development and Early Learning**

RFA# 21-09

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

Applicant Information:	
Applicant Name	
Applicant Mailing Address	
Applicant Website	
Applicant Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Applicant Federal ID Number	
Region Applicant is Applying to Serve	

Submission Contents:	
<input type="checkbox"/>	A. Technical Submittal: Work Statement Requirements: <input type="checkbox"/> 1. Application Cover Sheet <input type="checkbox"/> 2. Organizational Background <input type="checkbox"/> 3. Implementation of Keys to Quality and Keystone STARS <input type="checkbox"/> 4. Grant Agreement Signature Page <input type="checkbox"/> 5. Lobbying Certification Form and Disclosure of Lobbying Activities
<input type="checkbox"/>	B. Budget Submittal <input type="checkbox"/> Budget Form-2010/2011 Regional Key Budget <input type="checkbox"/> Budget Justification

<i>Signature</i>
Signature of an official authorized to bind the Applicant to the provisions contained in the Applicant's proposal: X: _____
Printed Name: _____
Title: _____

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

If selected, the following rider will become part of a grant agreement that will be executed at a later date.

PAYMENT PROVISIONS

Please do not complete or submit this section at this time.

The Department agrees to pay the Grantee for the services rendered pursuant to this Grant Agreement as follows:

Grantee: _____

- A. Subject to the availability of State and Federal funds and the other terms and conditions of this Grant, the Department will pay the Grantee in accordance with Rider 3, an approved grant budget, for costs in providing the services described in the Work Statement, Rider 2, up to the maximum Grant amount of \$_____ as may be adjusted pursuant to Paragraph 5 of the Grant Agreement and no payments shall be made under this grant in excess of that amount.

- B. Payment to the Grantee in the amount stated in Paragraph A hereof shall be made in quarterly installments in accordance with the budget set forth in Rider 3.
 - 1. Upon execution of the Grant, the Grantee may submit a working capital request which may not exceed 25% of the total grant amount. The amount requested is subject to approval by the Department. A detailed working capital request format is provided in Rider 3.
 - 2. The payment from the Department for the months of August through March will represent the actual expenditures for the previous month. This will maintain up to 25% of grant funds on hand to assure that the Grantee has working capital needed for access, participation and compensation of providers in the Department's quality programs. A detailed invoice in the format provided in Rider 3 must be included to substantiate actual expenditures.
 - i. Additional funding requested over and above the expended amount will need to be justified and approval is at the sole discretion of the Department.
 - 3. The payment from the Department for April and May will reconcile cash received to date and the actual expenditures to date, plus the estimate of expenditures for the next month. A detailed invoice in the format provided in Rider 3 must be included to substantiate actual expenditures.
 - 4. Any subsequent payments after May will reconcile cash received to date and the actual expenditures to date that occurred on or before June 30th of the fiscal year. A detailed invoice in the format provided in Rider 3 must be included to substantiate actual expenditures.
 - 5. The Grantee must invoice the Department monthly. The grantee shall submit an original invoice by the 10th of each month, following the month in which services were provided by the Grantee. Invoices should be sent to the Department of

Public Welfare, 333 Market Street, 6th Floor, Harrisburg, 17126-0333.

6. The Department will make a good faith effort to pay the Grantee within 30 business days of receipt of the invoice.
 7. The Department shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant Agreement and adjust payment to the Grantee accordingly. The Indirect Cost Line item is limited to two percent of the total program operations amount.
- C. Grantee shall have unused funds in an interest bearing account. The grantee shall account for all interest earned on the payments made under this grant, and interest must be used to enhance the services provided under this Grant Agreement or be returned to the Department.
- D. Grantee shall submit the last actual invoice and a final report of expenditures incurred no later than sixty (60) days after termination of expiration of the grant. The Department will not pay any invoice not submitted in accordance with this provision. The grantee must return any excess funds to the Department with the final expenditure report.
- E. This grant is subject to audit by federal and Commonwealth agencies and/or their designated representatives in accordance with Audit Clause A, Enclosure 1 to Audit Clause A and Audit Clause B.

WORK STATEMENT REQUIREMENTS

The purpose of this Work Statement is to provide leadership, management and administration of all aspects of the Keys to Quality initiative at the Regional Level.

Part I defines the Keystone STARS program, the PA Key, and Keys to Quality. As well as providing a brief history, Section B will describe the collaborative relationship between OCDEL, the PA Key, and the six Regional Keys in supporting and facilitating Keys to Quality and Keystone STARS program. Additionally, this section includes annual program information data such as numbers of clients and hours of Technical Assistance provided by region to assist the Applicant in gauging the work load and expectations of deliverables.

Part II roles and responsibilities discuss the three main partners: OCDEL, the PA Key, and the Regional Keys. The primary purpose of Section B is to illuminate the interdependence of the partnerships as well as to identify specific objectives grantees are expected to meet.

Part I. BACKGROUND

A. OVERVIEW

- History: OCDEL was established in 2007 as a joint initiative between the Departments of Education and Public Welfare. It was established to promote opportunities for all Pennsylvania children and families by building systems and providing supports that help ensure access to high quality child and family services. The Pennsylvania Early Learning Keys to Quality (Keys to Quality) is a quality improvement system in which all early learning programs and practitioners are encouraged and supported to improve child outcomes.
- Vision: All Pennsylvania families will have access to high-quality early care and education and school age child care opportunities for their children that foster success in school and in life.
- Mission: To maintain a quality improvement system in which all early learning programs and practitioners are encouraged and supported to improve child outcomes. Improvements in programming are designed to increase the capacity to support children's learning and development; increase educational attainment among practitioners; enhance professional skills and competencies in support of children's learning and development.
- Guiding Principles:
 1. High Quality Benefits for Children

2. Individually and Culturally Appropriate High Expectations for Children's Learning
3. Leadership
4. State and Regional Coordination
5. Commitment to Quality Content
6. All Practitioners Participate in Quality Improvement Activities
7. Focus on Credentials and Professionalism
8. Systems Coordination, Integration and Accountability
9. Compensation, Funding and Financing
10. Public, Stakeholder and Community Engagement

B. KEYS TO QUALITY

PA Keys to Quality brings together numerous organizations and programs providing quality improvement, professional development, technical assistance, as well as financial supports in a coordinated and systematic service delivery model critical to OCDEL services programs like Keystone STARS, PA Pre-K Counts, Head Start, etc. PA Keys to Quality builds bridges across state government departments. These are blended with OCDEL early learning strategies, creating one vision for all early learning programs, practitioners, children, and families.

To implement PA Keys to Quality, the Pennsylvania Key has been established in Harrisburg to coordinate programming. Regional Keys are geographically strategically located in six regions across the Commonwealth to provide general oversight and leadership for the system. The Regional Keys develop and implement the following for Keys to Quality which includes but is not limited to: developing regional quality improvement plans for professional development and technical assistance; partnering with Community Engagement Groups; and conducting outreach campaigns. Specifically the Regional Keys:

1. Work in an integrated and collaborative way both locally and statewide within the early care and education community.
2. Facilitate community interface with Head Start, Early Intervention, Pa Pre-K Counts, Child Care Information Services agencies, Certification Regional Offices, local School Districts, etc. The Regional Key serves as geographic hub to connect early learning programs and services.
3. Provide Community Engagement contract management and partnership: 58 active Community Engagement Groups (CEG) arrayed as demonstrated in Table 1.

Table 1:

Regional Key	# of Community Engagement Contracts
Central Regional Key	17
North East Regional Key	12
North West Regional Key	13
South Central Regional Key	8
South East Regional Key	3
South West Regional Key	5

4. Develop and implement communication strategies to assure that early learning practitioners are aware of professional development opportunities and programs and communities are aware of Keystone STARS. Insure that new advances and opportunities are appropriately communicated to participants and community stakeholders.
5. Encourage all early learning practitioners to participate in the program and professional development system, and increase their educational attainment. Review funding priorities to promote credit-bearing offerings and explore alternative higher education opportunities (such as distance education).
6. Ensure that the content of professional development be based upon the early learning standards, core body of knowledge, Pa. Code Title 22, Chapter 49, and most current research. It should be based on individual development plans of the practitioner, delivered by OCDEL certified Pennsylvania Quality Assurance System (PQAS) instructors and focused on improving outcomes for children.
7. Increase communication and collaboration with the higher education community in order to achieve goals of increased support for the attainment of early education credentials and increased number of higher education programs that offer early childhood education coursework and certification.
8. Assist in facilitating Teacher Induction and Evaluation Plans for Teacher Preparation Programs (Instructional Certification).
9. The Regional Keys implement professional development for early childhood professionals in the region through a complex network of contracts with professional development organizations, higher education providers and individuals. Table 2 below shows the organizations with which each Regional Key currently contracts to provide both non-credit and credit professional development, including Child Development Associate (CDA) certificates, School Age Professional Credentials, Director Credentials, workshops and early childhood coursework.

TABLE 2:

Central Regional Key	Northeast Regional Key	Northwest Regional Key	South Central Regional Key	Southeast Regional Key	Southwest Regional Key
Cambria American Red Cross	Bucks County Community College	American Red Cross	CAECTI (Capital Area Early Childhood Education Training Institute)	Arcadia University	Carlow University
Central Susquehanna Intermediate Unit (CSIU)	Child Care Providers, Inc.	Beaver County Community College	Family Support Alliance	Community College of Philadelphia	Community College of Allegheny
Early Childhood Professional Development Corporation	Holy Family College	Butler County Community College	Harrisburg Area Community College	Delaware Community College	Office of Children, Youth and Family
Penn College	Keystone College	Butler County Children's Center	LutherCare	Delaware Valley – AEYC (Association for the Education of Young Children)	Penn State Fayette
Penn Highlands	Kings College	ECELS (Early Childhood Education Linkage System)	Northampton Community College	Eastern University/ Esperanza College	Pittsburgh Association for the Education of Young Children
Penn State University	Lackawanna College	Edinboro University	PennAEYC	Gratz College	Point Park University
	Lehigh Carbon Community College	IndiKids	Penn State Cooperative Extension	Holy Family University	St. Vincent College
	Manor College	Intermediate Unit #9	Penn State York	Manor College	University of Pittsburgh, Office of Child Development
	Northampton Community College	Mercyhurst College	WITF	Montgomery Early Learning Centers	Westmoreland County Community College
	Reading Area Community College	PAEYC-Pittsburgh Association	YWCA of York	Northwest Interfaith Movement	

Central Regional Key	Northeast Regional Key	Northwest Regional Key	South Central Regional Key	Southeast Regional Key	Southwest Regional Key
		for the Education of Young Children			
	Office of Children and Youth	Pitt Bradford		West Chester University	
	Penn State Cooperative Extension	Penn State University – Shenango and Clearfield			
		Penn State Extension			
		WQLN			

10. The following are Professional Development responsibilities that each Regional Key will provide in co-operation with OCDEL, the PA Key, and others in the early learning community. The Regional Key ensures that adequate professional development is available to meet the needs of programs/practitioners. Professional development is categorized as:

- a. Core Series- STARS Standards require each Director of a facility to take this professional development. The Regional Key is responsible to provide and/or coordinate adequate sessions to meet the needs of practitioners. Content of these statewide modules is developed and distributed by the PA Key. The Core Series is comprised of the following workshop sessions.
 - i. STARS Orientation Part 1
 - ii. Core Body of Knowledge/Professional Development Record
 - iii. Environment Rating Scale
 - iv. Continuous Quality Improvement
 - v. Facility Professional Development Plan
 - vi. Early Learning Standards or School Age Links to Learning Foundations
 - vii. STARS Orientation Part 2
- b. STARS Support – STARS Standards require additional professional development to meet specific standards for director and staff. Content of these modules is developed and or approved by the PA Key. The Regional Key is responsible for providing and/or coordinating adequate sessions to meet the needs of practitioners. STARS Support workshops include:
 - i. Ages and Stages Screening Tool
 - ii. Beyond the Professional Development Record I and II
 - iii. Orientation for new staff -15 hour self-learning modules series
 - iv. Pediatric First Aid

- v. CPR
 - vi. Observation/Work Sampling/OUNCE
 - vii. Mandated Reporter/Child Abuse
 - viii. Health and Safety (multiple topics)
 - ix. Business Practices
 - x. Using Portfolios to Bring Out the Best in School-Age Children
 - xi. Links to Learning – Communicating and Coordinating with Schools (school-age)
 - xii. Links to Learning – Family Engagement (school-age)
- c. Credentials- STARS Standards require percentages of staff to obtain the appropriate credentials. It is the responsibility of the Regional Key to ensure adequate offerings of credential college courses or classes that articulate for college credit.
- i. Child Development Associate (CDA)
 - ii. School-Age Professional Credential
 - iii. Director Credential
- d. Needs Based Professional Development – The Regional Key is responsible for disseminating the Facility Professional Development Plan to all programs. The plans received from programs are then used to develop the plan for professional development that will be offered in the region. The Regional Key collaborates with all contracted Professional Development Organizations to ensure that practitioner needs are met by.
- i. Identifying needs of individual practitioners using the Core Body of Knowledge and the Professional Development Record.
 - ii. Identifying needs in the region by programs using the Facility Professional Development Plan.
- e. Mind in the Making - Each Regional Key is responsible for the delivery of at least two Mind in the Making (MITM) sessions per fiscal year. A session requires 10 learning pairs (director and lead teacher) of participants from early learning facilities participating in Keystone STARS at STAR 3 or 4 and generally runs for 6 weeks. At the conclusion of session Learning Pairs are required to provide the instruction to the staff in their programs.
- i. Mind in the Making Learning Modules for Early Childhood Teachers is produced by Families and Work Institute. The sessions consist of 12 MITM modules: Beginning a learning adventure; essential connections; how learning begins, social, emotional and intellectual learning are inextricably linked; building confidence and competence; understanding temperament; how we learn to know others' thoughts and feelings; encouraging curiosity and problem solving; how to use language to make meaning from experience; memory and learning; stress and learning; and creating communities of learners.
 - ii. Each Regional Key is responsible for ensuring all MITM sessions are delivered by a PA PQAS approved MITM Learning Facilitator. The

regional key is responsible for reporting MITM sessions and participants in the quarterly PRI. The regional key is also responsible for the distribution of MITM Learning Facilitator manuals.

- f. Credit Bearing Courses - It is the responsibility of the Regional Key, in collaboration with the PA Key, to develop relationships with institutions of higher education in order to inform them of the educational needs of the early childhood education field and new policies, practices, and initiatives of the Office of Child Development and Early Learning. The Regional Key also informs practitioners of the opportunities to apply for Project T.E.A.C.H. scholarships, vouchers, and other financial assistance programs.

TABLE 3: The following table shows the total number of Professional Development Events, hours and participants attending professional development events in 08-09 by Regional Key (*all figures are approximate and not contractually binding*)

TABLE 3:

Regional Key	# of Professional Development Events	# of hours of Professional Development Events	# of Participants attending events
Central Regional Key	547	3,357	8,227
North East Regional Key	1,007	5,741	17,060
North West Regional Key	428	2,427	7,552
South Central Regional Key	811	4,504	14,453
South East Regional Key	841	6,971	14,919
South West Regional Key	658	2,998	10,758

- 11. Provide or subcontract for STARS Technical Assistance within the region for participating STARS Providers to support providers moving to higher STAR levels. Further the Regional Keys will implement the pay for performance and accountability system in technical assistance. STARS Technical Assistance is an intensive, one-on-one service provided to participants to help the facility achieve specific Keystone STARS quality performance standards and movement in STAR levels.

Administered through the Regional Keys by contract with consultants who have the knowledge, skills, and experience necessary to guide programs in the Keystone STARS content areas of Staff Qualifications and Professional Development, Leadership and Management, Early Learning (and School Age) Program, Partnerships with Family and Community.

The goals of STARS Technical Assistance are:

- a. Assist eligible STARS facilities to achieve specific quality performance standards and achievement of higher STAR levels using an established action plan.
- b. Enhance, but not duplicate, the services provided by other parts of the early childhood education system including the STARS Management process, professional development, and the initiatives of the Department of Welfare and the Department of Education.
- c. In conjunction with the STARS Manager and other partners, promote a team approach to addressing the needs of practitioners and programs.

Any certified or registered center, group, and/or home-based provider that is enrolled in Keystone STARS at Start with STARS (SWS) or above and have enrolled in or completed the Keystone STARS Core Professional Development Series may request STARS TA services.

TABLE 4: Table 4 illustrates the STARS TA provided by region for fiscal year July 1, 2008 to June 30, 2009

TABLE 4:
Technical Assistance Requests FY 08/09

Region	STARS TA Requests FY08/09			YTD Hrs (Closed)		YTD Hours (All cases)			
	Total # Requests	# Closed Plans	Average Hrs (Closed Plans)	Direct Hrs.	Indirect Hrs.	Direct Hrs.	Indirect Hrs.	# Visits	Travel Hrs.
South Central	213	142	18.04	2198.00	363.25	2744.25	504.50	942	984.25
Northeast	163	87	16.86	1152.25	314.75	2065.75	612.75	593	629.50
Southeast	361	208	11.54	1886.00	513.82	2775.45	714.42	1286	1230.35
Northwest	77	35	18.10	431.00	202.50	914.25	398.76	311	441.15
Central	86	46	10.20	329.00	140.25	530.75	176.75	163	404.50
Southwest	95	30	33.13	779.75	214.00	1440.00	417.75	574	594.00
Totals	995	548	15.56	6,776	1,749	10,470	2,825	3,869	4,284

12. Implement Early Child Mental Health (ECMH) consultation services to early learning facilities participating in Keystone STARS. Each Regional Key is responsible for the implementation and delivery of ECMH consultation services to early learning facilities participating in Keystone STARS. The ECMH consultation program is a consultative model based on The Center on Social and Emotional Foundations for Learning, “Pyramid Model”. ECMH consultation addresses the middle level of “The Pyramid” by providing child-specific targeted social and emotional supports to mitigate challenges in the early learning program, while also supporting high quality learning environments and nurturing responsive relationships through Professional Development for teachers.

ECMH Goals are:

- a. To reduce the number of children expelled from child care due to challenging behaviors
- b. To increase the understanding of social and emotional development and its impact on educational success
- c. To link and bridge systems and services on behalf of a child, family and program

ECMH Consultants have strong educational backgrounds in mental health, child development, and early education. They work closely with STARS practitioners, observing children and program practices, and developing goals and strategies to enhance the practitioners' capacity to encourage healthy social and emotional development and create a learning environment which promotes positive behaviors. In addition, ECMH consultants are knowledgeable about community based mental health, medical and development services enabling referrals to the appropriate systems when warranted.

Expected annual direct service hours are 840 (70 per month) per ECMH consultant, average annual case load is 72 individual clients. ECMH consultants are required to deliver 4 professional development sessions per year.

TABLE 5: Table 5 indicates the approximate number of ECMH cases by Region 08/09

TABLE 5:

Regional Key	# of ECMH Cases
Central Regional Key	69
North East Regional Key	66
North West Regional Key	37*
South Central Regional Key	128
South East Regional Key	92
South West Regional Key	56

**did not have a consultant for the first quarter and the last month of 08-09*

13. School Age Supports - Regional Key is responsible for implementation of school-age specific Professional Development and Technical Assistance targeting school-age practitioners participating in Keystone STARS either through subcontracts or directly. The Regionally based school-age child care organizations and specialists provide professional development and technical assistance to meet specific needs of *school-age practitioners participating in Keystone STARS*. SACC-PD/TA employs research-based methods for improving program quality, and impacting positive outcomes for children. Regional SACC-PD/TA also facilitates partnerships with community stakeholders to promote the development and expansion of out-of-school programming. Some specific examples of how school-age providers are supported in Keystone STARS are described below.

- a. Standards have been interpreted for school-age programs through the creation of school-age specific worksheets and optional tools which provide guidance for meeting benchmarks.
- b. Training and professional development have been developed to assist school-age practitioner movement on the Career Lattice (e.g. SAC New Staff Orientation, SAC Credential) and understanding of linking curriculum and learning standards, coordinating and communicating with families and schools, observation and assessment.
- c. Assistance is available in the form of individualized on-site assistance aimed at achieving specified knowledge relative to performance expectations of Keystone STARS.
- d. Resources for example are available to SACC programs meeting eligibility and specific standards in the form of merit awards, education and retention awards, vouchers and tiered reimbursement.
- e. Supports include the creation of the T.E.A.C.H. Afterschool/Youth Development Scholarship developed in partnership with the Office of Child Development and Early Learning (OCDEL), Pennsylvania Key, Pennsylvania Child Care Association (PACCA), Pennsylvania Afterschool Youth Development Network (PSAYDN), the United Way of Southeastern Pennsylvania and the National Institute on Out-of-School Time (NIOST). The new scholarship provides financial assistance and other supports for staff to earn college coursework toward a PA School-Age Professional Credential, Youth Work Certificate or Associate degree.

C. KEYSTONE STARS

Keystone Standards, Training, Assistance, Resources, and Support (STARS): The Keystone STARS program provides Standards, Training (Professional Development), Assistance, Resources, and Support to facilitate continuous improvement and recognize achievement by early learning and school-age programs in Pennsylvania, including Head Start and Pre-K Counts. Keystone STARS establishes a quality rating improvement system in PA, whereby each STAR designation is based on research-based performance standards or benchmarks that are linked to improving outcomes for children.

The Performance Standards are grouped into four levels: STAR 1, STAR 2, STAR 3, and STAR 4. Each level builds on the previous level and uses research-based best practices to promote quality early learning and school-age environments and positive child outcomes. The standards address staff qualifications and professional development, the learning environment, partnerships with family and community, and leadership and management.

Keystone STARS is managed through a partnership of the Office of Child Development and Early Learning (OCDEL) and the Pennsylvania and Regional Keys. Regional Keys undertake the following responsibilities in the management of Keystone STARS:

1. Promote Keystone STARS through community education and publicity, as the centerpiece of the quality improvement system for program and professional

development, and encourage all eligible early learning programs to enroll in the program.

2. Through Keystone STARS, align resources to assist programs improve their STAR levels, provide technical assistance, program resources, financial supports necessary, and link professional development opportunities to Keystone STARS standards, best practice and emerging early learning requirements.
3. Oversee and implement the Keystone STARS program including all STARS Standards, Policies, and Protocols.
4. Facilitation of provider participation in the Early Learning Network (ELN) including utilization, training, and support of the Work Sampling System and OUNCE.
5. Regional management of the PELICAN Keys to Quality database for program management in cooperation with OCDEL.
6. Assist programs in accessing financial supports and distribution of approximately \$ 32 million dollars in Keystone STARS Provider Grants and Awards on an annual basis.
7. Accountable management of the Keystone STARS program including management of program participation and upward movement targets, financial spending targets and subcontractor management.

TABLE 6: The following Table 6 provides information statewide and regionally from the 08/09 Keystone STARS program important to understanding the management of the Regional Keys.

TABLE 6:

STATEWIDE PARTICIPATION 08/09							
<i>Children Reached by Keystone STARS</i>							
The total estimated number of children served by Keystone STARS providers is 177,530							
<i>Provider STARS Participation</i>							
The total number of providers in Keystone STARS - 4,828 (56% of regulated providers):							
<ul style="list-style-type: none"> ▪ Center Based - 3,137 (75% of regulated providers), ▪ Groups Home - 469 (55% of regulated providers), and ▪ Family Home providers - 1,222 (35% of regulated providers). 							
<i>Please note that these percentages are based on July 1, 2009 Certification statistics.</i>							
<i>Grants Processed Statewide</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
418	\$ 299,827.94	1,279	\$ 2,057,468.70	1,806	\$ 30,326,770.79	3,503	\$ 32,684,067.43

CENTRAL REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 10.5% of providers and includes the following twenty counties: Bedford, Blair, Bradford, Cambria, Center, Clinton, Columbia, Fulton, Huntingdon, Juniata, Lycoming, Mifflin, Montour, Northumberland, Perry, Snyder, Somerset, Sullivan, Tioga, Union							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
40	\$ 35,143.88	104	\$ 141,242.75	182	\$ 2,142,547.55	326	\$ 2,318,934.18
NORTHEAST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 18 % of providers and includes the following thirteen counties: Berks, Bucks, Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Susquehanna, Wayne, Wyoming							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
62	\$ 56,545.06	149	\$ 243,829.25	319	\$ 4,905,597.02	530	\$ 5,205,971.33
NORTHWEST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 11% of providers and includes the following eighteen counties: Armstrong, Beaver, Butler, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, Warren							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
44	\$ 39,219.81	128	\$ 164,208.25	198	\$ 3,634,499.10	370	\$ 3,837,927.16
SOUTH CENTRAL REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 17 % of providers and includes the following eight counties: Adams, Chester, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, York							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
67	\$ 54,148.18	193	\$ 309,828.10	348	\$ 4,804,291.14	608	\$ 5,168,267.42

SOUTHEAST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 29.5 % of providers and includes the following three counties: Delaware, Montgomery and Philadelphia							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
162	\$ 82,952.87	569	\$ 1,028,066.39	517	\$ 11,486,423.60	1,248	\$ 12,597,442.86
SOUTHWEST REGION							
<i>Percentage of Providers Supported and Counties Served</i>							
Supports 14 % of providers and includes the following five counties: Allegheny, Fayette, Greene, Washington, Westmoreland							
<i>Grants Processed in Region</i>							
Start with STARS		Support Grant		Merit and Education & Retention Award		Total	
#	Amount	#	Amount	#	Amount	#	Amount
43	\$ 31,818.14	136	\$ 170,293.96	242	\$ 3,353,412.38	421	\$ 3,555,524.48

II. ROLES AND RESPONSIBILITIES OF SYSTEMS PARTNERS

To fully understand the scope and depth of the leadership and management of the Keys to Quality it is imperative that all applicants study the three primary partnership roles: OCDEL, the PA Key, and the Regional Keys. Pennsylvania's early learning quality improvement system will be led by The Office of Child Development and Early Learning, the Departments of Public Welfare and Education, in close collaboration with partners the PA Key and the six Regional Keys. The chart below illustrates core responsibilities of each partner:

Office of Child Development and Early Learning,

PA Departments of Public Welfare and Education

- Keys to Quality funding, grant allocation, policy development
- Establish Keystone STARS funding levels, STAR Standards, management and administrative policies, program accountability and targets.
- Monitors and insures accountability of the PA Key and Regional Key

Pennsylvania Early Learning Keys to Quality

PA Key (directly or subcontracted)

- Develops policies and programs related to professional development and technical assistance including cross sector work
- Manages Environment Rating Scale assessment
- Coordinates Head Start Collaboration Office
- Manages process for Director's Credential, School Age Professional Credential, and voucher program
- Manages contract for Project T.E.A.C.H. scholarships through PACCA
- Manages ECELS and Better Kid Care contracts
- Coordinates state-wide policies and practices related to Early Childhood Mental Health and School Age projects
- Coordinates development of career lattice
- Facilitates linkages to Higher Education including program to program articulation projects
- Manages PA Quality Assurance System (PQAS)
- Manages online professional development calendar, provider registry and the '800' call professional development information line
- Provides content information, communication materials, and technical assistance to Community Engagement Groups
- Manages PA Pre-K Counts monitoring and technical assistance to programs

Regional Keys (directly or subcontracted)

- Contributes to principles and framework
- Regional leadership focusing on quality benchmarks
- Establishes regional advisory groups to develop plans and regular consultation/ coordination with CCIS/CAO, Certification, School Districts, IU's, United Way, Head Start, PA Pre-K Counts and other community based groups
- Develops and implements regional plans in the inter-linked areas of STARS and professional development
- Administers STARS (outreach, applications, financial awards, STARS TA, resource deployment)
- Develops, plans and implements regional professional development
- Conduit for community engagement contracts
- Linkages to Higher Education at the regional level
- Serves as the Regional conduit for new Early Childhood initiatives

Each partner provides leadership to, and coordinates with, other contractors and stakeholders. The roles and responsibilities of each partner are identified below in five categories: 1) leadership, 2) administration, 3) program, professional development and technical assistance, 4) outreach and coordination, and 5) evaluation and accountability.

A. EVALUATION AND ACCOUNTABILITY

Pennsylvania Keys to Quality is focused on improving quality through participation in Keystone STARS and the professional development system. To ensure that these goals are met, the system will also include an evaluation and accountability component. Specific responsibilities include the following:

1. OCDEL:

- a. Ensures that reports of progress on STARS and professional development efforts are made to stakeholders and other appropriate audiences through posting reports on the PA Key website, BUILD listserv, Office Annual Report and other mechanisms;
- b. Develops an evaluation framework to assess the process and outcomes of Keys to Quality. Evaluations focus on implementation to support continuous improvement; long-term research projects to determine if the STARS and professional development standards are effectively linked to child outcomes;
- c. Establishes participation and STAR level targets, gathers and evaluates data, by region, on the percentage of providers who participate in STARS.
- d. Implements through the Program Review Instrument specific deliverables of the contract. Monitors and approves improvement plans of the PA Key and Regional Keys to insure accountability and high levels of performance of the contract.
- e. Review and analyze professional development data to improve services, benchmark deliverables and modify program direction. Share this data with the PA Key and together use it to inform decisions regarding the approval of local plans and resources.
- f. Supports the ongoing development and implementation of the PELICAN Keys to Quality Data System an integrated, internet-based management system that encompasses the work of Keystone STARS, and technical assistance in consultation with the PA Key and Regional Keys. The purpose of this system is to support efficient administration of the quality improvement system, to gather data needed to track progress in meeting annual goals and benchmarks, and to identify investments impacting positive outcomes for children;

2. PA Key:

- a. Supports the ongoing development and implementation of the web based professional development calendar and practitioner registry as well as the PA Key website which serves as an information hub for Keys to Quality.;

- b. Assists OCDEL in evaluating data and providing feedback by region, including but not limited to the amount and types of professional development and technical assistance delivered, the percentage of providers who participate in professional development and technical assistance at each level. Assist in planning and use of the data to inform decisions regarding the approval of local plans and resources, and implementation strategies;
- c. In consultation with OCDEL, supports development of policies and procedures to ensure consistent reliable implementation of technical assistance, professional development, ERS assessments, and STARS designation.

3. Regional Keys:

- a. Maintain regional data on ECE quality and practitioner professional development/education. This includes the capacity to maintain and make minor changes to the PELICAN Keys to Quality and Professional Development databases, and/or any other automated systems developed by the PA Key or OCDEL;
- b. Gather and evaluate regional data on the percentage of providers who participate in STARS and OCDEL funded professional development, at each level. Use this data to inform regional professional development and technical assistance plans and budgets;
- c. Participate in research and evaluation approved by OCDEL;
- d. Provide regional support to providers using the Early Learning Network to access Work Sampling and Ounce child assessments and enter general program, teacher and child demographic data;
- e. Achieve monthly and annual STARS provider movement targets that are established in coordination with OCDEL.
- f. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes:
 - i. Data and Report Monitoring
 - Data is accurately entered and maintained in state-defined data management systems in a timely manner
 - Required Strategies:
 - a) Contacts with providers are accurately recorded in PELICAN, within 10 business days.
 - b) STARS Designations are accurately recorded in PELICAN within five business days of designation date. (90% Accuracy)
 - c) Regional Key ensures that quarterly information entered in the STARS TA worksheet is complete and accurate
 - d) Early Childhood Mental Health (ECMH)- consultants compile data tracking spreadsheets, contact & outreach logs and share with Regional Key and PA Key ECMH Project Director (Monthly)
 - e) Enrollments are accurately recorded in PELICAN (90% accuracy)

- f) Grants and awards are accurately recorded in PELICAN (90% accuracy)
- ii. Develop additional data that will assist in the promotion of Keystone STARS, continuous quality improvement of child care and the benefits of child care staff.
- iii. Define, collect, and analyze data-rich reports to inform the decision making of the Key. Distribute reports to the Early Learning, School-Age, and stakeholder community.
- iv. Respond to OCDEL report requests (both scheduled and special requests) within timeframes.
Required Strategy:
 - a) Regional Key meets with ERS assessors to review and provide copies of completed ERS validation visit forms for the coming six-month period.
- v. Regional Key plans, coordinates, implements, and assesses status of state and agency deliverables/requirements within defined timeframes.
Required Strategies:
 - a) Renewal and projected new site assessments are received by ERS assessor before June 15th for the coming fiscal year (with at least 80% Accuracy).
 - b) Additional sites moving to higher STAR levels are added to the Intranet communications tool within 10 business days of predesignation of the site (with at least 90% Accuracy)
 - c) ERS visit forms are submitted to the assessor within 10 business days of predesignation of the site for additional sites (those not on initial master spreadsheet) moving to higher STAR levels (with at least 90 % Accuracy)
 - d) Key shows monthly progress in meeting targets for recruitment and movement
 - e) Keystone STARS Specialists have goals for STARS movement and participation
 - f) Submit timely and complete reports for the Contractor Partnership Program.
 - g) Achieve compliance with the requirements of the Contractor Partnership Program.

B. LEADERSHIP

Maintaining a strong focus on quality improvement, and clear leadership, is vital to the success of this effort. To this end, the partners assume the following responsibilities:

1. OCDEL:

- a. Provides leadership and policy governance to the Keys to Quality system through the Governor's Early Learning Council (ELC) whose purpose is to plan for the expansion of effective early learning and development services for young children and their families, and make recommendations to ensure the plans are implemented successfully;
- b. Convenes the STARS Advisory Committee (a sub-committee in the governance structure to the Council). The purpose of the Advisory Committee is to advise OCDEL regarding the Keystone STARS program including the performance standards, operations and program design, and program protocols, tools, and resources in an effort to strengthen the quality of learning programs in the Commonwealth;
- c. Develops benchmarks for quality improvement in the early learning system and tracks progress in achieving these benchmarks. This includes setting goals (statewide and by region) for the percentage of Pennsylvania's early education and care programs that

should be at STAR one, two, three and four, benchmark annual movement progress to higher STAR levels and the percentage of practitioners that have attained various education/professional development levels in a career lattice;

- d. Develops a periodic assessment of ECE finance with the PA Key, Regional Keys and STARS Advisory, that: a) models the cost of each level of Keystone STARS and compares this with existing resources; b) estimates the cost of assisting practitioners to achieve desired credentials and levels of professional development; and, c) estimates the funding needed to achieve desired quality goals;
- e. Continues to coordinate and insure strong working relationships across OCDEL programs;
- f. Reviews and revises the STARS standards, policies and procedures and innovate continued development of the Keys to Quality System in consultation with PA Key, Regional Keys, STARS Advisory and other appropriate partners.

2. PA Key:

- a. Implements the Pennsylvania's quality improvement agenda with the Office of Child Development and Early Learning and provides statewide leadership focused on attaining quality benchmarks. The Pennsylvania Key is located in Harrisburg and plays a critical leadership role as part of its collaborative relationship with state government and other key stakeholders in developing the integrated, coordinated program quality improvement including professional development, technical assistance, and community outreach supports;
- b. Meets regularly with staff from the Regional Keys to ensure a strong working relationship and shared vision for the quality improvement system;
- c. Leads the work on engagement of the higher education community including continued work on program to program articulation agreements between two and four year schools. Manages the statewide professional development system including the PA Key website, online professional development calendar, '800' customer service line, the practitioner registry, the PA Quality Assurance System (PQAS), the Director's Credential, the School Age Professional Credential, and the tuition reimbursement and CDA assessment voucher programs;
- d. Manages state-wide professional development contracts including Project T.E.A.C.H., Better Kid Care, and ECELS;
- e. Coordinates state-wide policies and practices related to Early Childhood Mental Health and School Age projects;
- f. Coordinates statewide technical assistance and professional development to community engagement groups;
- g. Facilitates coordination of cross-sector behavior supports for children birth to five, and staffs the statewide Early Childhood Mental Health Advisory Committee.

3. Regional Keys:

- a. Provide overall leadership to their Region in achieving the quality benchmarks set forth for Keystone STARS;
- b. Meet regularly and engage on a county or regional level, as appropriate, to ensure a strong working relationship and shared vision for the quality improvement system. Engage with representatives from Community ECE Advisory Groups, licensing

representatives, CCIS, CAO practitioners, higher education, family support, school district representatives, IU representatives, and other key ECE and community stakeholders in the region. This includes any sub-contractors involved in implementing professional development, technical assistance and quality improvement;

- c. Develop a plan for delivering the professional development opportunities outlined in the Pennsylvania career lattice with representatives from higher education institutions, professional development contractors, regional advisory groups and others;
- d. Develop the community leadership and standing to work effectively at a high level with civic and community leaders to understand the need for quality in the early care and education and school readiness programs of local communities, and to assure their input and support for the work supported by the Regional Key Center.
- e. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes:
 - i. Provide leadership in achieving the quality benchmarks set for Keystone STARS.
 - ii. Obtain comment, feedback, and sign-off on the regional plan from stakeholder groups.
 - iii. Engage, collaborate, and partner with stakeholders, including higher education, the Key's parent organization, school districts, parents, and community organizations.
 - iv. Meeting Coordination and Attendance
 - a) Regional Key sponsors and attends meetings of various stakeholders to obtain feedback regarding the Regional Key and STARS.

Required Strategies:

 - 1) Regional Leadership Council (or subcommittee) meets quarterly, at a minimum.
 - 2) A quorum (50% plus one) of committee members attend scheduled Leadership Council meetings.
 - 3) The Leadership Council meeting schedule set by the Regional Key is followed (75% of meetings take place on date specified by Regional Key)
 - b) Regional Leadership Council is assessed considering the diversity of membership, regional collaboration, partnership, and end results.

C. ADMINISTRATION & MANAGEMENT

OCDEL is responsible for the core administration, oversight, monitoring and funding the quality improvement system.

1. OCDEL:

- a. Directly contracts with, supervises, and partners with the PA Key and the Regional Keys;
- b. Works in partnership with the PA Key and the Regional Keys to review plans, targets and budgets and ensure effective use of allocations;
- c. Supervises and monitors the work of the PA Key and Regional Keys by developing contracts and work plans for administration and implementation of Keystone STARS and the PA Professional Development system. This includes developing the allocation formula for funding; reviewing each Key's annual proposed work and quality improvement plans and budgets; and developing guidelines for the selection, monitoring and oversight of sub-contractors.

2. PA Key:

- a. Coordinates with the Regional Keys in administering professional development and technical assistance that supports the implementation of Keystone STARS and the PA Professional Development system;
- b. Oversees statewide administration of the professional development system. This includes: developing policies, procedures, supports, modules, data collection and reporting systems related to professional development and technical assistance and ensuring alignment with Keystone STARS;
- c. Employs and supervises staff responsible for conducting the Environment Rating Scales required for Keystone STARS. In order to ensure that the staff involved in conducting assessments are free of conflicts-of-interest and have consistent reliability checks and supervision, ERS assessors are employed by the Pennsylvania Key;
- d. Oversees administration of the Director's Credential, School Age Professional Credential, PQAS system, voucher program, practitioner registry, and online professional development calendar. To maximize efficiency and ensure statewide consistency, it is anticipated that additional credential programs would be developed by the Pennsylvania Key.

3. Regional Keys:

- a. Develop a regional quality improvement plan for professional development and technical assistance that leads to increased STARS participation and increased levels of quality, based on input from Regional Advisory Groups and other key stakeholders;
- b. Develop a professional development and technical assistance budget for the regional quality improvement allocation. Funds should be targeted to efforts that increase participation and moving up in STARS and PA's Professional Development System, and, support credit-bearing professional development;
- c. Assume responsibility for fiscal management of the regional quality improvement allocation, including fiscal/administrative oversight of all sub-contracts;
- d. Implement STARS in the region. This includes the following activities:
 - i. Process STARS applications, including gathering data needed to assign a star rating. (Data collection/reporting systems and resource materials should be centralized, under the direction of the Pennsylvania Keys Center);
 - ii. Provide information on, connect providers to and administer STARS financial awards, e.g. Merit, Support Grant, Education and Retention Award, resources and support services;
 - iii. Offer STARS orientation training, based on curriculum developed by the Pennsylvania Keys Center (note: this is currently called Keystone STARS core training);
 - iv. Where appropriate, assist providers in self-study and/or provide (or sub-contract for) customized on-site technical assistance to help attain higher STARS level;
 - v. Manage the continuing professional development of Regional Key staff including a commitment to attendance at all OCDEL Regional Key All Staff meetings (two annually);
 - vi. Ensure all staff meet minimum qualification, education, and certification standards.

- vii. Assist programs in accessing the financial support they need to maintain and/or improve their STAR level. This includes assisting programs in obtaining STARS financial supports, negotiating Head Start/child care/pre-kindergarten partnerships, strengthening business/fiscal management, and addressing other funding issues.
- e. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes
 - i. Funds Management

Regional Key has a system to efficiently move funds to practitioners.

Required Strategies:

 - a) Regional Key contacts STARS program at least 60 days prior to designation expiration (for at least 90% of all designations)
 - b) Designations or designation visits are completed before expiration (at least 90% of all designations)
 - c) Regional Key is 45% encumbered by the end of December for the current fiscal year
 - d) Approved financial awards are mailed to providers within 60 days of request (at minimum 90% grant request must be mailed within timeframe).
 - ii. Comply with the fiscal requirements of OCDEL contract.

Required Strategies:

 - a) Fiscal monitoring conducted and expenditures made in accordance with State requirements (100% compliance for all records).
 - b) Fiscal monitoring conducted and expenditures made in accordance with Federal requirements (100% compliance for all records).
 - c) Regional Key has an audit to comply with the terms of the DPW contract.
 - iii. Staffing of Regional Key - Adequate and Appropriate positions

STARS Managers are provided opportunities to take part in skill building activities and professional development to enhance their ability to assist programs through the STARS program.
 - iv. Organizational and administrative structures (including those that affect caseload) support staff in accomplishing Regional Plan and OCDEL goals and objectives.

Required Strategy:

 - a) Regional Key positions match full time equivalency in budget, job descriptions, and organizational chart.
 - v. Administration

Execute and monitor grants and contracts given to sub-contractors to ensure achievement of deliverables, accountability, timely receipt of fiscal and program reports, review of reports, and disbursement of funds

Required Means of Measure:

 - a) Regional Key evaluates active (those who have held a PDO) PD Instructors (5% by Quarter 2, 10% by Quarter 4).
 - b) Regional Key evaluates TA consultants who have open service plans. (5% by Quarter 2, 10% by Quarter 4).

D. PROFESSIONAL DEVELOPMENT AND TECHNICAL ASSISTANCE **(PD/TA)**

Successfully implementing the Keys to Quality approach is founded on professional development and technical assistance aligned with the early learning standards; core body of knowledge; guiding principles, standards and regulations governing the early learning program; and best practice in early learning. The implementation relies on highly qualified instructors and technical assistance consultants knowledgeable about the content area and systems of early learning in Pennsylvania. To this end, each entity will take responsibility for the following tasks:

1. OCDEL:

- a. Provides an allocation of Professional Development/Technical Assistance and funds through contracts with the PA Key and each of the Regional Keys;
- b. Develops policies and procedures to ensure that these funds are used to support STARS and OCDEL initiatives within the Regions participation, improve quality of programs and outcomes for children, in collaboration with the PA Key in addition to monitoring how PD/TA funds are used in each region;
- c. Supports the development of connections with the Higher Education System both 2 and 4 year institutions with PA Key and Regional Keys. Serve as a link to the Pennsylvania Department of Education;
- d. Approves professional development and technical assistance plans for each of the regions with the PA Key.

2. PA Key:

- a. Reviews and revises all technical assistance efforts in consultation with OCDEL and appropriate partners, to ensure that they support STARS participation are focused on increasing participation in STARS and making progress toward increasing STAR levels. Additionally, ensure that all technical assistance efforts engage and support all sectors of the early care and education system, including programs that receive Head Start and pre-kindergarten funding. This is accomplished in part through cross-systems coordination;
- b. Provides leadership and coordination of cross-systems PD and TA. This involves the development and implementation of a three-year cross-systems (Head Start, Keystone STARS, Early Intervention, Pre-K Counts, school-age, ECMH, etc.) professional development strategic plan, the creation of TA competencies and coordination of Fourth Friday webinars for PD & TA consultants;
- c. Reviews (in consultation with OCDEL) the PD/TA plans submitted by each of the regions and centrally administering (directly or via contract) the following programs: T.E.A.C.H., Early Childhood Education Linkage System (ECELS), Better Kid Care (BKC), and Voucher system;
- d. Provides professional development and technical assistance to staff of the Regional Keys and their partners, including higher education faculty, Early Childhood Mental Health (ECMH), TA and professional development consultants, to ensure effective administer of Keystone STARS and professional development and technical assistance activities in the region. This includes professional development instructor institutes on various topics such as Continuous Quality Improvement plans and Learning Standards, higher education diversity institute;

- e. Coordinates statewide professional development and technical assistance to Community Engagement Groups (CEG). This includes statewide meetings and teleconferences for CEG coordinators and partners;
- f. Reviews and develops statewide curriculum materials and professional development modules to support practitioners in program improvement efforts (e.g., Keystone STARS) and, to the extent possible, develop policies and procedures to ensure that professional development supports a framework for movement on the Career Lattice. The long-term goal will be to transition toward credit-bearing courses linked to colleges and universities;
- g. Manages various credential programs and develop new credential as needed. This includes: 1) reviewing the curriculum for the CDA, Director and School- Age credentials to ensure that these include credit-bearing professional development linked to colleges and universities and support movement on the Career Lattice; 2)manage assessment and approval process for the Director and School-Age Credentials;
- h. Gathers and disseminates information on effective Early Childhood Education articulation models between two-and four-year colleges in the Commonwealth. Work with the Pennsylvania State System of Higher Education (PASSHE), Regional Keys and others to identify any statewide interventions that would further articulation agreements;
- i. Manages the Pennsylvania Quality Assurance System (PQAS) to ensure the quality of instructors and professional development activities. Revise and redesign as needed;
- j. Coordinates the Head Start Collaboration Office. Share information about how STARS is aligned with Head Start performance standards. Encourages collaborative support for programs and practitioners; especially in programs engaged in Head Start/child care partnerships;
- k. Manages PA Pre-K Counts monitoring and technical assistance to programs;
- l. Coordinates statewide implementation of the Early Childhood Mental Health Project (ECMH). This includes policy and procedure development and monitoring, monthly case consultation, calls/meetings, and implementation of ECMH Advisory Committee recommendations.

3. Regional Keys:

- a. Implement technical assistance supports and ensure that technical assistance funded by the Regional Keys Center encourages and supports programs seeking to enter STARS, or for STARS participants, improves STAR quality level. Technical assistance includes STARS TA, Early Childhood Mental Health, Child Care Health Consultation, School-Age. The overall goal is to ensure that all professional development and technical assistance that is available in the region (either through direct provision or sub-contracts) is aligned with and supports participation and/or continuous improvement in STARS. This is, in part accomplished through administration of the STARS TA Accountability and Quality Assurance System ;
- b. Administer ECE professional development and technical assistance funds in the region, directly and via sub-contracts;
- c. Convene a Regional ECE Advisory Group to support the development, assess the needs and implement the professional development and technical assistance plans;
- d. Prepare a Technical Assistance Inventory in consultation with the Regional ECE Advisory Groups to determine technical assistance needs and resources. Based on the

information in these documents, develop a regional plan to maximize all local TA and ensure a consistent and sustained focus on STARS participation and continuous improvement. The overall goal is to ensure that all professional development and technical assistance that is available in the region (either through direct provision or sub-contracts) is aligned with and supports participation and/or continuous improvement in STARS;

- e. Ensure that technical assistance funded by the Regional Keys encourages and supports programs seeking to enter STARS, or for STARS participants, improves star level;
- f. Ensure that professional development is credit-bearing if funded or provided directly by the Regional Keys, whenever possible;
- g. Ensure that trainers satisfy PQAS requirements if funded by the Regional Keys;
- h. Ensure that professional development funded by the Regional Keys supports programs and practitioners in moving up the STARS system and increasing participation at higher levels of professional development. This includes implementation of Credential coursework and supports, STARS Core Series, Support and Needs-Based professional development opportunities (and others identified) that are aligned with the Early Learning Standards, Pennsylvania Core Body of Knowledge, professional development that supports practitioner ability to move up on Career Lattice, and ensuring that professional development is credit-bearing if funded or provided directly by the Regional Keys Center, whenever possible;
- i. Develop credit-bearing offerings and promote articulation agreements that make it possible for ECE practitioners to transfer credits from two-year to four-year colleges, and encourage other models that create smooth pathways from community-based training to degrees. Convene regional meetings with representatives of colleges and universities, local professional development contractors, regional advisory groups and others involved in ECE career development to support this work;
- j. Reach out to Keystone STARS programs in PA Pre-K Counts to support Technical Assistance and Professional Development participation and opportunities in collaboration with PA Pre-K Counts Specialists so that there is coordinated support of STAR level maintenance for continued participation in PA Pre-K Counts ;
- k. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Specific PRI Objectives provided for informational purposes
 - i. Data and Report Monitoring
Provide integrated PD and TA to support facility and practitioner participation and movement in STARS (include strategies for ECE and SA).
 - ii. Provide overall leadership, including the development, implementation, and monitoring of a plan to deliver PD and TA opportunities: include representatives from higher education, PD contractors, Keys staff, regional advisory groups, and other stakeholders.
 - iii. Provide PD and TA to support practitioners and facilities to maintain Certification, including Certification Referral to Key procedures.
 - iv. Facilitate access to PD and TA to assist practitioner movement along the career lattice.

- v. Coordinate regular communication and purposeful collaboration to facilitate the integration of TA and PD opportunities and build long-term cross system and interagency relationships.
- vi. Provide professional development opportunities that are arrayed throughout the Core Body of Knowledge (CBK) Areas.
Required Strategy:
 - a) PD opportunities are listed in PD tab of the PD/TA workbook (PD opportunities are arrayed amongst the CBK areas).
- vii. Practitioners in the region are aware of available resources to pay for their education, such as T.E.A.C.H. and the voucher system.
- viii. SACC New Staff Orientations are reviewed in a timely manner and appropriate follow-up is provided in areas of deficiency.
Required Strategies:
 - a) Review within 10 days of receipt
 - b) PD/TA offered in areas of most common deficiencies.
- ix. Actual Mind in the Making projects are on target with projections.
- x. Actual Professional Development provided is on target with annual projections (by Quarter 2 at least 45% of PD is administered, by Quarter 4: 100% of PD is administered)
- xi. Actual Technical Assistance provided is on target with projections (by Quarter 2 at least 45% of TA is administered, by Q4 100% of TA is administered).
- xii. ECMH consultant-Provide opportunities to increase practitioners understanding of social emotional development in children birth to 5 years.
- xiii. ECMH consultation is on target with projections (by Quarter 2 at least 45% of projected consultations have been administered, by Quarter 4 100% of consultations have been administered).
Implement Child Care Health Consultation (CCHC) in region.
- xiv. RK will implement TA Quality Assurance/Pay for Performance in accordance with measures defined in guidance.

E. COMMUNITY OUTREACH AND COORDINATION

Effectively implementing Keys to Quality requires strong and consistent outreach and coordination. This needs to occur on several levels: among state and regional federal agency staff, among regional entities in Pennsylvania (e.g. the Regional Keys, local CCIS and CAO staff, regional DPW licensing staff, etc.), and among local stakeholders such as families, early care and education providers, community leaders and others. Specific activities include the following:

1. OCDEL:

- a. Regularly meets with the STARS Advisory Committee to maintain and strengthen state-level relationships;
- b. Develops the framework for outreach campaigns and coordination activities;
- c. Participates with the PA Key and Regional Keys, as needed, for developing and planning statewide meetings and conferences;

- d. Provides consultation to the PA Key and Regional Keys, as needed regarding unresolved issues with individual Community Engagement Groups;
- e. In collaboration with PA Key, develops guidelines, review applications and determine funding levels for CEGs;
- f. Informs Regional Keys and Community Engagement Groups regarding funding allocations;

2. PA Key:

- a. Oversees the development of outreach materials to inform consumers, policy makers, ECE programs and practitioners, about Keystone STARS, professional development opportunities, and the statewide quality benchmarks;
- b. Provides technical assistance, professional development, and outreach materials to Community Engagement Groups to educate the community including parents, school administrators, business leaders, and legislators regarding the importance of investing in high quality early learning programs;
- c. Manages the PA Promise for Children campaign and BUILD listserv;
- d. Maintains the Pa Key's website including the on-line professional development calendar, practitioner registry, ECE programs and opportunities, and recent ECE developments and system changes;
- e. Coordinates cross sector initiatives including PA Pre-K Counts, Head Start Collaboration Office, technical assistance, school age and early childhood mental health initiatives.

3. Regional Keys:

- a. Conduct outreach to ensure that providers, consumers and policy makers in the region are familiar with Keystone STARS, professional development opportunities and the regional quality benchmarks;
- b. Maintain up-to-date information on all professional development and technical assistance activities in the region in consultation with professional development contractors, Regional ECE Advisory Groups, and other key stakeholders. Enter this information into the on-line calendar at least monthly. This should include professional development available to all ECE practitioners in all domains and from all sources -- not just professional development funded or sponsored by the Regional Keys Center;
- c. Ensure awareness and accessibility of scholarships (including T.E.A.C.H.) and other financial assistance by programs and practitioners in the region needed to succeed in STARS and reach professional development goals;
- d. Manage regional Community Engagement Group contracts.
- e. Complete quarterly PRI reports indicating progress and challenges on program implementation and achievement of benchmarks. Grantee will be assessed four times a year on successful achievement of objectives.

**Budget Section
Regional Keys Budget Forms 2010-2011
(Refer to EXCEL Workbook)**

**STANDARD CONTRACT
TERMS AND CONDITIONS FOR SERVICES**

1. TERM OF CONTRACT

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

2. INDEPENDENT CONTRACTOR

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

3. COMPLIANCE WITH LAW

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

4. ENVIRONMENTAL PROVISIONS

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

5. POST-CONSUMER RECYCLED CONTENT

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

6. COMPENSATION/EXPENSES

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.

7. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only

amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

8. PAYMENT

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

9. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction 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.

10. WARRANTY

The Contractor warrants that 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 services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The 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.

12. OWNERSHIP RIGHTS

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

13. ASSIGNMENT OF ANTITRUST CLAIMS

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.

14. HOLD HARMLESS PROVISION

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

15. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the 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 date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

16. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 18, Termination Provisions) the whole or any part of this Contract for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) Failure or refusal within 10 days after written notice by the 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;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Contract.
- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.
- c. If the Contract 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 Issuing Office, such partially completed work, 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 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 work 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 Paragraph 19, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this 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 either to cancel the Contract 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.

18. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract 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 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. 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 this 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 for any appropriations available for that purpose

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

19. **CONTRACT CONTROVERSIES**

- 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.
- b. 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.

20. **ASSIGNABILITY AND SUBCONTRACTING**

- a. Subject to the terms and conditions of this Paragraph 20, 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.

21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. 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.

22. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

23. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. 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 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.
- d. 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.
- e. 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, which 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.

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

24. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, 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 all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

25. HAZARDOUS SUBSTANCES

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

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

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

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

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

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

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

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets

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

26. COVENANT AGAINST CONTINGENT FEES

The 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.

27. APPLICABLE LAW

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 laws 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 personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

The Contract, including all referenced documents, 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. All such amendments will be made using the appropriate Commonwealth form.

29. CHANGE ORDERS

The Commonwealth reserves the right to issue change orders at any time during the term of the 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 order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the 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 under any change order shall be handled through Paragraph 19, "Contract Controversies".

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

**EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	100	-
	Recovered Material	20	-
	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel ⁴	16	9
		67	33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion	15	-
	Burlap	40	-
	Carpet Fabrication Scrap	-	100
	Tire Rubber	60	-
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash	-	15
	Tire Rubber	-	85
	Steel	16	9
		67	33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25 40
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

**EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
MISCELLANEOUS PRODUCTS**

RECYCLED CONTENT

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) +10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) +10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) +9% (recovered) 67% (post-consumer) +33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-7
PARK & RECREATION PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content¹
Park Benches & Picnic Tables: ----Plastic ² ----Plastic Composites ----Aluminum ----Concrete ----Steel ³	90% (post-consumer) + 10% (recovered) 50% (post-consumer) + 50% (recovered) 25% (post-consumer) 15% (total) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses ⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment ----Plastic ³ ----Plastic Composites ----Steel ⁴ ----Aluminum	90% (post-consumer) + 10% (recovered) 50% (post-consumer) + 45% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)
Playground Surfaces: ----Plastic or Rubber	90% (post-consumer)
Running Tracks: ----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

**EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content¹
Traffic Cones: ----Plastic (PVC and LDPE) ----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): ----Plastic (HDPE, LDPE, PET) ----Steel ² ----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: ----Plastic and/or Rubber ----Concrete Containing Coal Fly Ash ----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: ----Channelizers: -----Plastic -----Rubber (base only) ----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² ----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor:

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

**DEPARTMENT OF PUBLIC WELFARE ADDENDUM TO
STANDARD CONTRACT TERMS AND CONDITIONS**

A. APPLICABILITY

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

B. CONFIDENTIALITY

The parties shall not use or disclose any information about a recipient of the services to be provided under this contract for any purpose not connected with the parties' contract responsibilities except with written consent of such recipient, recipient's attorney, or recipient's parent or legal guardian.

C. INFORMATION

During the period of this contract, all information obtained by the Contractor through work on the project will be made available to the Department immediately upon demand. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this agreement. Background material is defined as original work, papers, notes and drafts prepared by the Contractor to support the data and conclusions in final reports, and includes completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and all data directly related to the services being rendered.

D. CERTIFICATION AND LICENSING

Contractor agrees to obtain all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this contract.

E. PROGRAM SERVICES

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

F. CHILD PROTECTIVE SERVICE LAWS

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

G. PRO-CHILDREN ACT OF 1994

The Contractor agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

H. MEDICARE/MEDICAID REIMBURSEMENT

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

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

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

I. TRAVEL AND PER DIEM EXPENSES

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

J. INSURANCE

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care personnel. Contractor shall provide insurance Policy Number and Provider' Name, or a copy of the policy with all renewals for the entire contract period.
2. The contractor shall, at its expense, procure and maintain during the term of the contract, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - a. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
 - b. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this contract or the failure to perform under this contract whether such performance or nonperformance be by the contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

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

K. PROPERTY AND SUPPLIES

1. Contractor agrees to obtain all supplies and equipment for use in the performance of this contract at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.

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

L. DISASTERS

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

M. SUSPENSION OR DEBARMENT

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

N. COVENANT AGAINST CONTINGENT FEES

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

O. CONTRACTOR'S CONFLICT OF INTEREST

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

P. INTEREST OF THE COMMONWEALTH AND OTHERS

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

Q. CONTRACTOR RESPONSIBILITY TO EMPLOY WELFARE CLIENTS

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

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

R. TUBERCULOSIS CONTROL

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD

by Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

S. ACT 13 APPLICATION TO CONTRACTOR

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

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

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

T. LOBBYING CERTIFICATION AND DISCLOSURE

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

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

U. AUDIT CLAUSE

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

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

Audit Clauses

SUBRECIPIENT / VENDOR AUDITS Rider A

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 3, 2003.

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

A. Federal Audit Requirements – Local Governments and Nonprofit Organizations

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

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

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

B. Department of Public Welfare Audit Requirements

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

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

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

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

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

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

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

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

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

GENERAL AUDIT PROVISIONS

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

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

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

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

The subrecipient shall preserve all books, records, and documents related to this contract for a period of time that is the greater of four years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

A. Federally Required Audit Reports

Submit federally required audit reports in accordance to OMB Circular A-133, Subsection __.320, *Report Submission*. Please include the following with the submission to the Commonwealth:

1. Data Collection Form;
2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA);
3. Auditor's reports on the financial statements, the SEFA , internal control, and compliance, as well as a schedule of findings and questioned costs;
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and
6. Management letter comments.

The number of copies to be submitted to the Commonwealth of Pennsylvania shall equal one for the Bureau of Audits (archival copy), plus one for each Commonwealth agency that provided federal pass-through awards to the entity, as reflected in the entity's SEFA. The audit report package should be submitted to the:

Office of the Budget / Bureau of Audits
Division of Subrecipient Audit Review
6th Floor, Verizon Tower, Strawberry Square
303 Walnut Street
Harrisburg, Pennsylvania 17101
Phone: (717) 783-9120 FAX: (717) 783-0361

After processing of the report by the Bureau of Audits, a copy will be sent to the DPW.

B. DPW Required Audit Reports and Additional Submission by Subrecipients

Submit **three copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

2. In addition, if OMB Circular A-133, §__.320 (e), *Submission by Subrecipients*, applies, please submit the audit requirements directly to:

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

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

PERIOD SUBJECT TO AUDIT

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

CORRECTIVE ACTION PLAN

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

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the provider that may include the following:

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE A – SUBRECIPIENT Local Governments and Nonprofit Organizations

TECHNICAL ASSISTANCE

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

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

SUBRECIPIENT / VENDOR AUDITS

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

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SUBRECIPEINT / VENDOR AUDITS

AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 3, 2003.

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

A. Federal Audit Requirements – For-Profit Organizations

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

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

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

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

B. Department of Public Welfare Audit Requirements

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

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

1. A full copy of the audit report is submitted as detailed below; **and**

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Attestation Report and applicable schedule requirement(s). The incremental cost for preparation of the Attestation Report and the schedule cannot be charged to the federal funding stream.

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

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

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

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

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

GENERAL AUDIT PROVISIONS

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

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary by the Commonwealth or federal agencies. Any such additional audit work will rely on the work already

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AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

performed by the subrecipient's auditor, and the costs for any additional work performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

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

Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

A. Federally Required Audit Reports

Submit federally required audit reports in accordance to OMB Circular A-133, Subsection __.320, *Report Submission*. Please include the following with the submission to the Commonwealth:

1. Data Collection Form;

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AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA);
3. Auditor's reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of findings and questioned costs (**not applicable** to a Yellow Book audit);
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and
6. Management letter comments.

The number of copies to be submitted to the Commonwealth of Pennsylvania shall equal one for the Bureau of Audits (archival copy), plus one for each Commonwealth agency that provided federal pass-through awards to the entity, as reflected in the entity's SEFA. The audit report package should be submitted to the:

Office of the Budget / Bureau of Audits
Division of Subrecipient Audit Review
6th Floor, Verizon Tower, Strawberry Square
303 Walnut Street
Harrisburg, Pennsylvania 17101
Phone: (717) 783-9120 FAX: (717) 783-0361

After processing of the report by the Bureau of Audits, a copy will be sent to the DPW.

B. DPW Required Audit Reports and Additional Submission by Subrecipients

Submit **three copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract.
2. In addition, if OMB Circular A-133, §__.320 (e), *Submission by Subrecipients*, applies, please submit the audit requirements directly to:

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

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

SUBRECIPEINT / VENDOR AUDITS

SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

PERIOD SUBJECT TO AUDIT

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

CORRECTIVE ACTION PLAN

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

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the Provider that may include the following:

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

TECHNICAL ASSISTANCE

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

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

SUBRECIPEINT / VENDOR AUDITS

AUDIT CLAUSE B For-Profit Organization ENCLOSURE I

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE C – VENDOR Service Organizations

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the **administrative support** of a program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. The vendor's responsibility is to meet the requirements of the procurement contract.

Department of Public Welfare Audit Requirements

If in connection with the agreement, an entity **expends \$300,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE), Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The contractor shall also ensure that an independent auditor performs an audit of its policies and procedures applicable to the processing of transactions. These audits shall be performed in accordance with the Statement on Auditing Standards 70 (SAS 70), *Reports on the Processing of Transactions by Service Organizations*. The initial SAS 70 audit shall be completed for the official annual reporting period of this agreement and conducted annually thereafter. The independent auditor shall issue reports on its compliance examination, as defined in the SSAE, Section 601, and on the policies and procedures placed in operation and the tests of operating effectiveness, as defined in SAS 70.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE C – VENDOR Service Organizations

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

DPW Required Audit Report Submission

The contractor shall submit the SSAE, Section 601, and SAS 70 audit reports to the DPW within 90 days after the required period of audit has ended. When either the SSAE, Section 601, or SAS 70 audit reports are other than unqualified, the contractor shall submit to the DPW, in addition to the audit reports, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable and the contact person who is responsible for resolution.

Submit **two copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.
2. Submit the audit report directly to the program office.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the contractor that may include the following:

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE C – VENDOR Service Organizations

TECHNICAL ASSISTANCE

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

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE C – VENDOR Service Organizations ENCLOSURE I

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the **administrative support** of a program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. The vendor's responsibility is to meet the requirements of the procurement contract.

Department of Public Welfare Audit Requirement

If in connection with the agreement, an entity **expends \$300,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE), examinations, Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The initial SSAE, Section 601, compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination, as defined in the SSAE, Section 601.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth

DPW Required Audit Report Submission

The contractor shall submit the SSAE, Section 601 audit report to the DPW within 90 days after the required period of audit has ended. When the SSAE, Section 601, audit report is other than unqualified, the contractor shall submit to the DPW, in addition to the audit reports, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

Submit **two copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.

2. Submit the audit report directly to the program office.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the contractor that may include the following:

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

TECHNICAL ASSISTANCE

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

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

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR ENCLOSURE I

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE E – VENDOR Exceptions

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

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the Department of Public Welfare's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other acceptable reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI)
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

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

COMMONWEALTH TRAVEL RATES

THE FOLLOWING RATES ESTABLISHED BY THE DEPARTMENT FOR ITS CONTRACTORS SHALL APPLY.

TRAVEL

EFFECTIVE JANUARY 1, 2010, THE MILEAGE ALLOWANCE SHALL BE FIFTY (50) CENTS PER MILE FOR MILES INCURRED BY THE CONTRACTOR'S EMPLOYEES IN DRIVING HIS/HER PERSONAL VEHICLE. TRAVEL COSTS WILL ONLY BE ALLOWED IN THE PERFORMANCE OF THIS CONTRACT.

LODGING RATE ALLOWANCES

(1) THE PER NIGHT LODGING RATE ALLOWANCES LISTED BELOW ARE TO BE USED BY EMPLOYEES AUTHORIZED TO INCUR OVERNIGHT LODGING EXPENSES:

<u>CITY LOCATION</u>	<u>COUNTY</u>	<u>ALLOWANCE</u>
Beaver Falls	Beaver	\$100 plus tax
Burlington, NJ	Burlington, NJ	\$100 plus tax
Butler	Butler	\$100 plus tax
Camden, NJ	Camden, NJ	\$100 plus tax
Chester/Radnor	Delaware	\$100 plus tax
Greensburg	Westmoreland	\$100 plus tax
King of Prussia/Fort Washington	Montgomery	\$100 plus tax
Kittanning	Armstrong	\$100 plus tax
Philadelphia	Philadelphia	\$100 plus tax
Pittsburgh	Allegheny	\$100 plus tax
Valley Forge/Malvern	Chester	\$100 plus tax
Washington	Washington	\$100 plus tax
Woodbury, NJ	Gloucester, NJ	\$100 plus tax
All Other Locations	PA/U.S.	\$75 plus tax

NOTE: THE ABOVE LODGING RATE ALLOWANCES ARE NOT FLAT ALLOWANCES. EMPLOYEES WILL ONLY BE REIMBURSED FOR ACTUAL EXPENSES INCURRED. COPIES OF THE EMPLOYEE'S HOTEL RECEIPT, HOTEL ORDER, CHARGE CARD RECEIPT, ETC. ARE TO BE ATTACHED TO THE STD-191 FORM WHEN REQUESTING REIMBURSEMENT. EMPLOYEES OBTAINING LODGING WITHIN THE ABOVE ALLOWANCES WILL NOT BE REQUIRED TO PROVIDE WRITTEN JUSTIFICATION ON THEIR STD-191 FORM FOR THE SELECTION OF THE LODGING FACILITY.

(2) IN THOSE INSTANCES WHEN LODGING CANNOT BE SECURED WITHIN THE ESTABLISHED LODGING RATE ALLOWANCE, EMPLOYEES MAY EXCEED THE ALLOWANCE IF WRITTEN JUSTIFICATION IS PROVIDED ON THE STD-191 FORM. EMPLOYEES ARE REQUIRED TO PROVIDE, ON THE STD-191 FORM, THE REASON FOR SELECTING THE LODGING FACILITY (E.G., CLOSEST LODGING FACILITY TO WORKSITE – NEXT HOTEL 25 MILES AWAY; NO ROOMS AVAILABLE AT HOTEL WITH LOWEST RATE; LODGING FACILITY BOOKED BY COMMONWEALTH TRAVEL CENTER; INCLEMENT WEATHER; LATENESS OF THE HOUR; ETC.). ALTHOUGH EMPLOYEES ARE NOT REQUIRED TO LIST LODGING ESTABLISHMENTS CONTACTED, THEY ARE, HOWEVER, STILL EXPECTED TO SECURE LODGING AT THE AVAILABLE FACILITY OFFERING THE BEST LODGING RATE WITHIN THE IMMEDIATE AREA OF THE TRAVEL ASSIGNMENT.

(3) LODGING RATE ALLOWANCES MAY BE EXCEEDED WHEN AN EMPLOYEE MUST STAY AT A SPECIFIC LODGING FACILITY WHERE ROOMS WITHIN THE ALLOWANCE ARE NOT AVAILABLE AND WHERE THE EMPLOYEE'S PRESENCE IS REQUIRED BY THE NATURE OF THE OFFICIAL BUSINESS (E.G., LOCATION OF CONFERENCE, TRAINING COURSE, CONVENTION). A WRITTEN EXPLANATION MUST BE PROVIDED ON THE STD-191 FORM.

(4) LODGING ACCOMODATIONS OBTAINED BY COMMONWEALTH EMPLOYEES TRAVELING ON OFFICIAL BUSINESS CAN BE SUBJECT TO SEVERAL DIFFERENT TAXES. THE MOST FREQUENTLY ENCOUNTERED TAXES ARE LISTED BELOW WITH GUIDELINES FOR TRAVELERS REGARDING THE COMMONWEALTH'S OBLIGATION TO PAY:

(a) THE COMMONWEALTH IS SUBJECT TO THE FOLLOWING TAX WHICH MUST BE PAID AND WILL BE REIMBURSED:

*HOTEL OCCUPANCY TAX (72 P.S. §7209 ET SEQ.)
A SIX PERCENT ROOM RENTAL EXCISE TAX APPLICABLE TO EVERY ROOM OCCUPANCY.

(b) THE COMMONWEALTH IS NOT SUBJECT TO THE FOLLOWING TAXES AND EMPLOYEES SHOULD MAKE EVERY EFFORT TO HAVE THEM ELIMINATED. HOWEVER, IF THE TAX MUST BE PAID, THE COMMONWEALTH WILL REIMBURSE THE EMPLOYEE FOR ACTUAL EXPENSES INCURRED. COMPTROLLERS SHOULD DELETE THESE TAXES FROM THE HOTEL/MOTEL INVOICE WHEN A HOTEL ORDER IS USED.

***HOTEL ROOM RENTAL TAX (53 P.S. §16223) *PENNSYLVANIA CONVENTION CENTER AUTHORITY ACT*. A LOCAL HOTEL ROOM RENTAL TAX IMPOSED BY FIRST CLASS CITIES OR FIRST CLASS COUNTIES TO FUND CONSTRUCTION OF CONVENTION CENTERS (ALLEGHENY, BUCKS, DELAWARE, MONTGOMERY AND PHILADELPHIA). THE AMOUNT OF THE TAX CAN RANGE FROM ONE TO SIX PERCENT.**

***LOCAL SALES, USE AND HOTEL OCCUPANCY TAX AUTHORIZED BY THE *PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY ACT* FOR CITIES OF THE FIRST CLASS (53 P.S. §17220.501 ET SEQ.) AND THE SECOND CLASS COUNTY CODE (16 P.S. §6152-B). THE ONE PERCENT TAX IS IMPOSED IN A TAXABLE COUNTY ON THE OCCUPANCY OF HOTEL/MOTEL ROOMS (PHILADELPHIA, ALLEGHENY).**

NOTE: *MANAGEMENT DIRECTIVE 230.13, COMMONWEALTH CORPORATE CARD PROGRAM, REVISION NO. 1*, CONTAINS A COPY OF THE PENNSYLVANIA EXEMPTION CERTIFICATE TO BE USED WITH THE CORPORATE CARD TO EXEMPT EMPLOYEES TRAVELING ON OFFICIAL BUSINESS FROM LOCAL OCCUPANCY TAXES.

SUBSISTENCE-OVERNIGHT TRAVEL

REIMBURSEMENT FOR MEALS AND OTHER SUBSISTENCE EXPENSES IS ALLOWED TO A MAXIMUM OF \$36, WHICH INCLUDES TIPS AND SALES TAX, FOR EACH TWENTY-FOUR HOUR PERIOD SPENT IN A CONTINUOUS OVERNIGHT TRAVEL STATUS. THE TWENTY-FOUR HOUR PERIOD BEGINS AT ANY TIME OF DAY OR NIGHT THAT THE CONTRACTOR LEAVES HEADQUARTERS OR RESIDENCE TO EMBARK UPON OVERNIGHT TRAVEL ON OFFICIAL BUSINESS.

OVERNIGHT TRAVEL NOT PART OF A FULL TWENTY-FOUR HOUR PERIOD WILL BE DIVIDED INTO SIX-HOUR PERIODS. THE SIX-HOUR PERIODS NEED NOT HAVE BEEN IMMEDIATELY PRECEDED BY, AND IN CONNECTION WITH, A 24-HOUR

TRAVEL PERIOD. CONTRACTOR ON OVERNIGHT TRAVEL STATUS UNDER THESE CONDITIONS SHALL BE ELIGIBLE FOR AN ALLOWANCE OF \$9 FOR HALF OR MORE OF EACH SIX-HOUR PERIOD. REIMBURSEMENT IS CALCULATED AS FOLLOWS:

0 to less than 3 hours	\$ 0.00
3 to less than 9 hours	\$ 9.00
9 to less than 15 hours	\$18.00
15 to less than 21 hours	\$27.00
21 to 24 hours	\$36.00

NON-OVERNIGHT TRAVEL

- (1) AN EMPLOYEE IN A NON-OVERNIGHT TRAVEL ASSIGNMENT THAT TAKES THE EMPLOYEE 50 MILES OR MORE FROM BOTH RESIDENCE AND HEADQUARTERS WHO WORKS MORE THAN TWO HOURS PAST SCHEDULED QUITTING TIME WITH OR WITHOUT PRIOR NOTICE WILL BE REIMBURSED FOR THE COST OF A MEAL UP TO A MAXIMUM OF \$8.00. THE EMPLOYEE MUST STATE HIS NORMAL WORK HOURS ON THE STD-191.**
- (2) AN EMPLOYEE IN A NON-OVERNIGHT TRAVEL ASSIGNMENT THAT IS LESS THAN 50 MILES FROM RESIDENCE AND HEADQUARTERS WHO WORKS MORE THAN TWO HOURS PAST SCHEDULED QUITTING TIME AND WAS NOT GIVEN NOTICE AT LEAST TWO HOURS PRIOR TO THE COMMENCEMENT OF THE REGULAR SHIFT WILL BE REIMBURSED FOR A MEAL UP TO A MAXIMUM OF \$8.00. AN EMPLOYEE MUST STATE HIS NORMAL WORK HOURS ON THE STD-191 AND CERTIFY THAT THE REQUIRED NOTICE HAD NOT BEEN GIVEN.**
- (3) AN ALLOWANCE OF \$9.00 IS GRANTED FOR HALF OR MORE OF EACH SIX-HOUR PERIOD SPENT IN A REQUIRED NON-OVERNIGHT TRAVEL ASSIGNMENT ON A DAY NOT PART OF AN EMPLOYEE'S REGULAR WORK SCHEDULE, THAT IS, A HOLIDAY OR SCHEDULED DAY OFF. THE SIX-HOUR PERIOD NEED NOT HAVE BEEN IMMEDIATELY PRECEDED BY AND IN CONNECTION WITH A 24-HOUR PERIOD. SUCH ALLOWANCES CAN NOT EXCEED THE FULL-DAY RATE OF \$36.00. REIMBURSEMENT IS CALCULATED AS FOLLOWS:**

0 to less than 3 hours	\$ 0.00
3 to less than 9 hours	\$ 9.00
9 to less than 15 hours	\$18.00
15 to less than 21 hours	\$27.00
21 to 24 hours	\$36.00

DOCUMENTATION

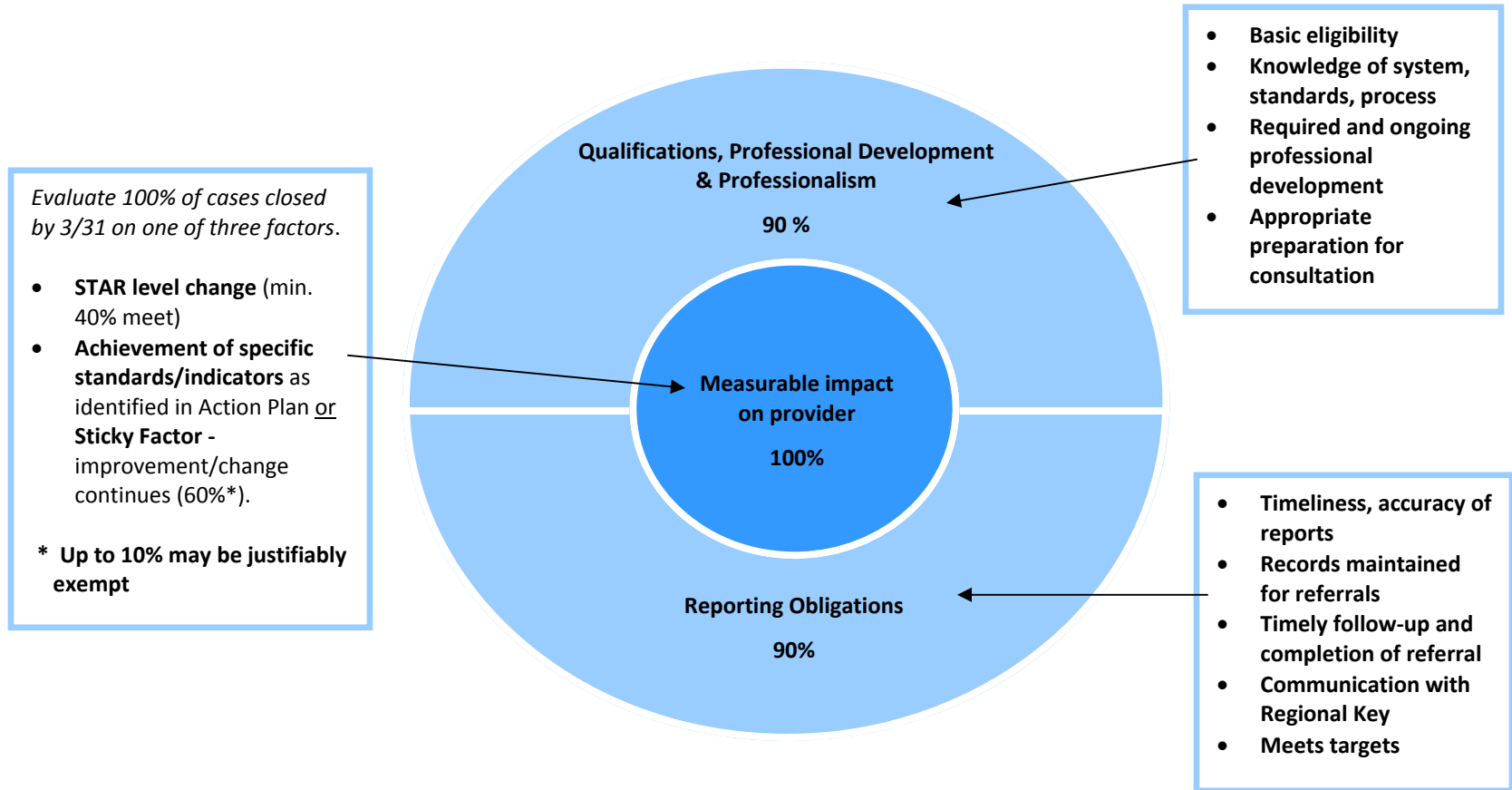
ITEMIZED RECEIPTS FOR TRAVEL AND SUBSISTENCE MUST BE ON FILE TO SUPPORT REIMBURSEMENTS.

NOTE:

ALL RATES LISTED ABOVE ARE SUBJECT TO CHANGE IN ACCORDANCE WITH CURRENT RATES ESTABLISHED BY MANAGEMENT DIRECTIVE 230.10.

APPENDIX A

KEYSTONE STARS TECHNICAL ASSISTANCE AND QUALITY ASSURANCE PROGRAM



* Total % of Standard Achievement and Sticky Factor equal 60%. There is flexibility in how the 60% is distributed between these two measures. Up to 10% may be justifiably exempt due to the following: certification referral, natural disaster or emergency, significant change in composition of program (e.g. more than 25% change in enrollment, adding age group, influx of new families, legal entity change, significant (50%) staff turnover). STAR 4 and 4A facilities receiving technical assistance and maintaining STAR Level must be counted in one of these two measures.

Category	What can I measure?	What data sources can I use?	How should I collect this data?	Appropriate Benchmark Range
Measurable Impact on Provider (Effect) <i>(There is an expectation that technical assistance will have some influence on the measurable change of a program. Change affected may be in knowledge, skills, attitudes or behaviors in the target population. This can be addressed by identifying what changes are expected as a result of the implemented strategies and activities.)</i>	STAR level change	KIDS/PELICAN	STAR level at beginning of TA vs. STAR Level following designation date closest to close of TA. Also count if change occurs during an open plan.	✓ 100% closed plans reviewed ✓ 40 % move up a STAR Level
	Achievement of specific standards/indicators as identified on TA Action Plan	On-site STARS Management visit or STARS designation ✓ Review action plan goals against standards achievement– note achievement in specific standard ✓ Minimum, Best Practices document moving forward. ERS Scores change	Data collected within 3 months of end of TA STARS Designator or STARS Specialist/Manager review sources of evidence specific to standard addressed at end of TA	✓ 100 % providers receiving TA reviewed. 60% of providers – all those not meeting the STAR level change measurement – meet either this measurement or the sticky factor measurement ✓ x % achieve standard (total % achieve standard + total % sticky factor = 60%) ²
	Sticky factor – Change/improvement	On-site STARS Management visit or STARS Designation	Data collected more than 3 months after end of TA	✓ x % providers change sticks (total % achieve

² Total % of Standard Achievement and Sticky Factor should equal 60%. There is flexibility in how the 60% is distributed between these two measures. Up to 10% may be justifiably exempt due to the following: certification referral, natural disaster or emergency, significant change in composition of program (e.g. more than 25% change in enrollment, adding age group, influx of new families, legal entity change, director turnover, significant (50%) staff turnover). STAR 4 and 4A facilities receiving technical assistance and maintaining STAR Level must be counted in one of these two measures.

Category	What can I measure?	What data sources can I use?	How should I collect this data?	Appropriate Benchmark Range
	<p>continued more than 3 months after TA Action Plan complete</p> <p><i>Note: This measure is employed if no STAR Level change and verification of achievement is more than 3 months after TA)</i></p>	<ul style="list-style-type: none"> ✓ Review action plan goals against standards achievement– note achievement in specific standard ✓ Minimum, Best Practices Document moving forward <p>Survey of program staff (paper, telephone, or electronic)</p>	<p>Follow-up visit 3 or more months after TA ends. STARS Specialist review sources of evidence specific to standard addressed at end of TA</p> <p>3 month follow-up survey of program staff</p>	<p>standard + total % sticky factor = 60%)³</p>
	<p>Provider perception of effectiveness of TA</p>	<p>Provider feedback/ Satisfaction survey</p>	<p>Paper, telephone or electronic – Survey Monkey Collected once per year.</p> <p>Surveys to be completed during the Pay-for-Performance year.</p> <p>Yr 1: 7/1/09 – 3/31/09</p> <p>Yr. 2: 4/1/09 – 3/31/10</p>	<ul style="list-style-type: none"> ✓ 100 % closed plans ✓ 80 % feel TA was helpful
<p>Qualifications, Professional Development and Professionalism <i>(Consultants must demonstrate the appropriate qualifications, experience and knowledge to provide technical assistance in the Keystone STARS</i></p>	<p>Consultant eligibility</p>	<p>Consultant file to include:</p> <ul style="list-style-type: none"> ✓ Job description ✓ Resume ✓ Evidence of education (degree & field of study) ✓ Clearances (Child Abuse, Criminal History, FBI) ✓ PQAS verification (Certified, Organization, Specialty Discipline or Organizational Specialty Discipline) 	<p>On-site review of Consultant Files</p>	<ul style="list-style-type: none"> ✓ 100% reviewed annually (Initial year review is applied to all consultants providing TA; thereafter to new consultants only) ✓ 90% meet eligibility (FY 2009/10) ✓ 100% meet eligibility (FY 2010/11).

³ Total % of Standard Achievement and Sticky Factor should equal 60%. There is flexibility in how the 60% is distributed between these two measures. Up to 10% may be justifiably exempt due to the following: certification referral, natural disaster or emergency, significant change in composition of program (e.g. more than 25% change in enrollment, adding age group, influx of new families, legal entity change, director turnover, significant (50%) staff turnover). STAR 4 and 4A facilities receiving technical assistance and maintaining STAR Level must be counted in one of these two measures.

Category	What can I measure?	What data sources can I use?	How should I collect this data?	Appropriate Benchmark Range
<i>content areas. They must also demonstrate a commitment to ongoing professional development to stay current on trends, research and issues in the field)</i>	Completion of required professional development and plan for ongoing professional development. <i>(Implement 2010/11)</i>	Evidence of TA Core Series Completion. ⁴ (STARS Core Series, to be defined but may include: Consultative Model, Developing Effective Action Plans, Beyond PDR 1 &2, others) <ul style="list-style-type: none"> ✓ Professional development certificates indicating date, #hrs and content Consultant completes and maintains a TA PDR (self-assessment) including PD Plan.	On-site review of Consultant Files	<u>TA Core Series.</u> <ul style="list-style-type: none"> ✓ 100% reviewed annually (Initial year review is applied to all consultants providing TA; thereafter to new consultants only) ✓ 90% meet professional development requirement <u>TA PDR/PD Plan</u> <ul style="list-style-type: none"> ✓ All consultants hired within past year and 10% of established, renewing consultants.
	Demonstrates ongoing professional development in TA competency areas and competence in content areas addressed by Keystone STARS Standards	Evidence of continuing education/professional development <ul style="list-style-type: none"> ✓ degree & field of study ✓ professional development certificates (indicating date, #hrs and content) ✓ transcripts, etc. Professional Org. membership	On-site review of Consultant Files or Paper review of documentation submitted to Regional Key	<u>Ongoing Professional Development</u> (36 hrs over 5 years or minimum of 7 hrs./yr.). <ul style="list-style-type: none"> ✓ 100 % reviewed annually and 100% demonstrate ongoing PD at required hours
	Demonstrates ethical and professional behavior including the adhering to confidentiality as well as addressing needs of client without personal bias of values, beliefs, prejudices and past experience.	Observation and Provider feedback survey. <ul style="list-style-type: none"> ✓ Timeliness of appointments, follow-up etc. ✓ Appropriately prepared for consultation (e.g. materials, background research, dress) 	On-site evaluation/ observation (optional) Provider Feedback Survey (online, paper or call)	<ul style="list-style-type: none"> ✓ 20% reviewed annually Provider Feedback <ul style="list-style-type: none"> ✓ 60-80% surveys returned and 80 %

⁴ Effective July 1, 2010.

Category	What can I measure?	What data sources can I use?	How should I collect this data?	Appropriate Benchmark Range
		✓ Interactions		satisfied
Reporting Obligations <i>(TA consultants and organizations must comply with reporting requirements as defined in contract terms and conditions)</i>	Timeliness and accuracy of reports & invoices	Date reports & invoices are received on or before due date ✓ Date stamp received Reports, invoices, forms submitted are completed correctly ✓ Calculations are correct ✓ Hours of service correlate with hours billed	Monthly reports and invoices (paper/electronic) STARS TA spreadsheet	<u>Reports & Invoices (Monthly)</u> ✓ 90% on-time ✓ 90% accurate) <u>STARS TA Spreadsheets (Quarterly)</u> ✓ 90% on-time ✓ 90% accurate
	Timely follow-up and completion of referral	✓ Provider contacted within 5 days of receipt of referral ✓ # of hrs/days TA provided for action plan ✓ # days to written action plan ✓ # plans closed ✓ Consultant keeps appointments and follows through on tasks	Initial Call Log Monthly/Quarterly analysis of STARS TA spreadsheet Contact Logs Provider Surveys	<u>Initial Call</u> = 5 business days of receipt ✓ Random sample of requests reviewed and 90% meet <u>Action Plan Completion</u> Length of Action Plan - 40 hrs.; 6 months/180 days ✓ Average length of all closed Action Plans equals 180 days or less
	TA organization keeps file on each TA referral	Case Notes to include: ✓ Contact logs ✓ Action plan ✓ TA request Case note forms are complete	Review of Case Note files (paper or electronic). <i>When PELICAN is live this can be reviewed on-line.</i>	10 % random sample of all requests (with open or closed plans) including at least 5 and no more than 10 files. ✓ 90% of files reviewed are

Category	What can I measure?	What data sources can I use?	How should I collect this data?	Appropriate Benchmark Range
				complete
	Participates in ongoing communication with Regional Key regarding referral status and targets	Dates and notes of calls or meetings regarding: <ul style="list-style-type: none"> ✓ case review ✓ loads ✓ targets 	Phone Logs Meeting notes KIDS/PELICAN	Minimum of (3) three contacts/quarter.

APPENDIX B

STARS SPECIALIST AND GRANT MANAGER POSITION DESCRIPTIONS

STARS Manager/Specialist

Definition:

This is a professional position which provides guidance and direction to early learning facilities and school-age programs to achieve Keystone STARS Standards by engaging in a process of Continuous Quality Improvement. The STARS Manager should have an expert level of knowledge about Early Childhood Education attained through a minimum of a Bachelor's Degree in Early Childhood or a related field. Additionally, STARS Managers must be adept at elemental business practices such as providing guidance for the creation of budgets and business plans to providers. Finally, all STARS Managers should believe in the mission and vision of the STARS Program.

STARS Management services include, but are not limited to:

- Outreach and promotion of Pennsylvania's early learning quality initiatives
- Interpreting the Keystone STARS Performance Standards
- Connecting and/or providing practitioners with information, supports, resources, and professional development
- Collaboratively assisting practitioners to develop and implement appropriate plans to achieve practitioner-defined Keystone STARS goals
- Designating and awarding Keystone STARS

Tasks:

- Develop and maintain a working relationship with early learning and school-age providers and practitioners
- Work in collaboration with Community Engagement Groups (CEG) to promote early learning and school-age education and STARS growth
- Plan and implement learning communities
- Develop and monitor individualized improvement plans based on the Keystone STARS levels to help ensure continual quality improvement
- Complete an annual planning and projection process with assigned programs
- Complete reports regarding estimated grant amounts for facilities
- Inform providers of available resources such as training, additional grants or consultants
- Develop, oversee, and provide educational materials for Keystone STARS providers
- Provide entry-level technical assistance to programs (business practices, etc.)
- Refer programs to and coordinate support with STARS Technical Assistance (TA) when technical assistance is in-depth and related to a specific standard
- Maintain frequent regular communication with Certification, ERS, STARS TA, and other partners working in the program regarding progress and needs of providers in caseload
- Provide assistance to facilities interested in requesting grants or awards; complete on-site program assistance to insure grant compliance
- Systematically maintains awareness of changing early education and school age needs (local, regional, state, national)
- Represents agency at OCDEL, AEYC, PACCA, PD events, and other provider organizations/groups; attend seminars, trainings, and conferences as assigned; network with other agencies when possible

- Pre-designate programs at appropriate STAR levels based upon criteria and provider information
- Coordinate with Designator to schedule designation visits
- Review appropriate sections of grant applications to ensure they meet program requirements
- Meet all grant requirements, including maintenance of accurate records and timely completion of assigned reports

Three most important tasks:

1. Interpreting the Keystone STARS Standards
2. Guiding program through the standards (includes being an expert on available resources for programs)
3. Being an “expert” on the programs in their caseload in order to enable them to make STARS, grants, PD projections

Additional responsibilities may be assigned by employer. This list is the expectation OCDEL has regarding duties, assignments, and responsibilities for a Keystone STARS Specialist/Manager.

Prefer a minimum of three years of experience in teaching or administering an early childhood education program or providing professional development or technical assistance to early childhood programs.

Staffing decisions such as specifying a Specialist for Recruitment or Designation are determined by the RK only and still subject to case load averages. Positions have been identified in the RK budget as Specialist staff—thus the implementation of the Staff is at the discretion of the regional Key, but within the confines of OCDEL’s recommended “best practice” such as caseload management.

08/09 and 09/10 Caseload Goal: caseloads of between 75-90 facilities per STARS Specialist/Manager.

Grants Staff

Position: Grants Manager

Overview: The work of the Grants Manager is essential to allowing highly qualified STARS Managers to focus on their area of expertise: early childhood education, as opposed to processing grants and entering data. Additionally, a Grants Manager centralizes the point of contact for all STARS Managers for issues regarding grant administration; it creates efficiency, consistency, and clarification. A Grants Manager Position is **STRONGLY ENCOURAGED** by OCDEL to be a 100% FTE, Grants Manager **ONLY** position.

Grants Manager Definition

This is a professional position that requires in depth knowledge of business practices, auditing practices, state and federal regulations, data entry and analysis. This is not a position limited to Early Childhood Education content knowledge. This position requires a strong background in business practices including accounting, communication, and data analysis. Finally, all Grants Managers should believe in the mission and vision of the Keystone STARS program.

Tasks:

- Processes approved grants and completes contract process
- Ensures that audits are completed for 25% of the grant pool
- Maintains grant-related data as required by the Regional Key Director
- Ensures that approved grants are entered into the state-defined system of record—PELICAN
- Close out grants
- Tracks grants against Regional Key budget
- Requests and collates projections from STARS Managers
- Reads, understands, applies and refers to all applicable OMB Circulars
- Reads, understands, applies and refers to all OCDEL requirements
- Works with OCDEL staff in preparation and during the Regional Key monitoring visits

Position: Grants Assistance

Overview: The work of the Grants Assistant is simplified and eliminates many of the more challenging aspects of actual management such as audit preparation, awareness of state and federal guidance and practices, collaborative information sharing with colleagues both within and outside of the Regional Key, etc. While this position can help alleviate some of the paperwork procedures for a Grants Manager, this position is not in lieu of a Grants Manager and the expectation of responsibilities is much lower. A Grants Assistant position is optional and should be based in the financial structure of the Regional Key.

Grants Assistant Definition

A Grants Assistant is a support staff position including data entry and some minor administrative duties regarding the organization and tracking of grants. This position is not limited to early childhood education content knowledge. This position requires a background in business practices. This can be a part-time position. This position is **OPTIONAL**.

Tasks:

- Data entry
- Creation of filing system for grants
- Maintenance of filing system for grants

APPENDIX C

SUBMISSION CHECKLIST

I. APPLICATION FORMAT

Applications are to be presented in accordance with the following manner and order:

- A. All information submitted to OCDEL is to be typed, double spaced, Times New Roman, 12-point font. The use of bold, italicize, and underlined text should be avoided.
- B. Each page should include a footer with the applicants name and the page number.
- C. Each page should clearly identify which of the requirements are being addressed.
- D. Applications may be professionally bound but should not be submitted in a binder.
- E. Technical Application, Regional Key 2010/2011 Budget (Rider 3 EXCEL Workbook) and Budget Justification - Applicants must submit One Original and (7) hard copies for a total of 8.
- F. Additional documentation is discouraged, but if included, it must be identified in a Table of Contents in the Application.
- G. Technical Submittal, Regional Key 2010/2011 Budget and Budget Justification should be submitted as ONE electronic copy on a CD.
- H. Applications may be reproduced as needed by OCDEL for the sole purpose of review.

Please note: Incomplete applications may be subject to dismissal without notification. A checklist has been provided to you in Attachment 2 as part of the **APPLICATION COVER SHEET** to ensure successful inclusion of required documentation. The signed Application Cover Sheet must be submitted as part of the proposal in addition to the technical and budget submittals and CD.

Applications must be received and date-stamped by the Issuing Office listed on the label no later than 2:00 p.m. on March 31, 2010 or disqualification will occur.

The application must be identified by using the sample label provided below:

FROM:

TO:

BID:

RFA NUMBER: 21-09

**OPENING DATE AND TIME: March 31, 2010
2:00 p.m.**

**DEPARTMENT OF PUBLIC WELFARE
DIVISION OF PROCUREMENT
HEALTH & WELFARE BUILDING, ROOM 525
COMONWEALTH & FORSTER STS.
HARRISBURG, PA 17120**

II. CHECKLIST and ORDER OF SUBMISSION – 1 CD with all sections included

✓	Contents
	A. Technical Application Submittal (One original and 7 hard copies -8 total):
	<ol style="list-style-type: none"> 1. Application Cover Sheet (Attachment 2) <ol style="list-style-type: none"> a. Applicant Name (organization applying); b. Applicant mailing address; c. Website; d. Email, fax and telephone number of the point of contact at the organization for this RFA. e. Applicant Federal ID Number; and f. Region Applicant is applying to serve.
	<ol style="list-style-type: none"> 2. Organizational Background (narrative) Part 3, Section B <ol style="list-style-type: none"> a. Structure b. Capacity and Experience c. Staffing Arrangement with Job descriptions and resumes or curriculum vitae of currently filled positions d. Cost Effective, Integrated Approach e. Emergency Preparedness
	<ol style="list-style-type: none"> 3. Implementation of Keys to Quality and Keystone STARS(narrative) Part 3, Section B <ol style="list-style-type: none"> a. Section A: Evaluation and Accountability b. Section B: Leadership c. Section C: Administration & Management d. Section D: Professional Development and Technical Assistance e. Section E: Outreach and Coordination
	<ol style="list-style-type: none"> 4. Grant Agreement Signature Page contained in Attachment 1. For the purposes of this application, please review the document and submit only the signature page of the document, signed by two agency representatives who are authorized to bind the agency to the grant provisions. Do not complete any other portion of the grant agreement except the grant signature page at the end of the agreement.
	<ol style="list-style-type: none"> 5. Lobbying Certification and Disclosure of Lobbying Activities contained in Rider 7. The applicant agency and any subcontracting agencies under this grant must each review and sign this form that will become part of the grant agreement if a grant is awarded and executed.
	B. Budget Submittal – (One original and 7 hard copies—total 8)
	<ol style="list-style-type: none"> 1. Budget Form—2010/2011 Regional Key Budget
	<ol style="list-style-type: none"> 2. Budget Justification

APPENDIX D

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE APPENDIX

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the Pennsylvania Department of Public Welfare (Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and provide for the 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 HIPAA Privacy Rule (Privacy Rule), 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 CFR Parts 160, 162 and 164.

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 Appendix and the standards established by HIPAA and the Privacy Rule.

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 Appendix and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

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 CFR §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 CFR §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 at 45 CFR 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 at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.
- f) "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.
- g) Terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in this Agreement's Rider 2 (Statement of Work), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3. **Additional Purposes For Which Business Associate May Use Or Disclose Information.** In addition to the Stated Purposes, Business Associate may use or disclose PHI provided by, or created or obtained on behalf of Covered Entity for the following additional purposes(s):

a) **Use Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate except as otherwise limited in this Agreement.

b) **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to disclose PHI provided by, or created or obtained on behalf of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, except as otherwise limited in this Agreement, provided:

- i) The disclosure is required by law: or
- ii) The Business Associate obtains reasonable assurances in writing from any third party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, the third party will use appropriate safeguards to prevent other use or disclosure of the information, and the third party agrees to immediately notify the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

c) **Data Aggregation Services.** Business Associate may also be permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, if specific authorization is received from the Covered Entity.

4. **BUSINESS ASSOCIATE OBLIGATIONS:**

a) **Limits On Use And Further Disclosure Established By Appendix 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 Appendix or as required by law.

- b) **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 Appendix. 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.
- c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Office of Child Development and Early Learning within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Appendix.
- d) **Reports Of Security Incidents.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall report to the Office of Child Development and Early Learning within two (2) days of discovery any security incident of which it becomes aware.
- e) **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix.
- f) **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 ten (10) 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 CFR §164.524.
- g) **Amendment And Incorporation Of Amendments.** Within ten (10) 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 CFR §164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within ten (10) business days.
- h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR §164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the

disclosure, and shall include disclosures made on or after the date which 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 ten (10) business days of a request for an accounting of disclosures.

- i) 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.
- j) 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 Appendix 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.
- k) Maintenance of PHI.** Notwithstanding Section 5(j) of this Appendix, 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 Appendix for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- l) 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 Appendix or the Privacy Rule. 45 CFR §164.530(f). 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 Appendix or the Privacy Rule.
- m) Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the Privacy Rule.
- n) Grounds for Breach.** Any non-compliance by Business Associate with this Appendix 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.
- o) 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 Appendix.

- p) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Appendix, 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 Appendix and applicable law.
- q) **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.

5. 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 45 CFR §164.520, 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 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.