

**REQUEST FOR PROPOSALS  
FOR  
AN INDEPENDENT ENROLLMENT BROKER  
FOR  
THE COMMUNITY HEALTHCHOICES  
PROGRAM AND OTHER LONG-TERM  
SERVICES AND SUPPORTS PROGRAMS**

**ISSUING OFFICE**

**Department of Human Services  
Office of Administration  
Bureau of Financial Operations  
Division of Procurement & Contract Management  
Room 402 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120**

**RFP NUMBER  
03-17**

**DATE OF ISSUANCE**

**April 7, 2017**

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## CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to <a href="mailto:RA-pwrfpquestions@pa.gov">RA- pwrfpquestions@pa.gov</a> .	Potential Offerors	April 17, 2017
Pre-proposal Conference— Pennsylvania Training and Technical Assistance Network (PaTTAN) 6340 Flank Drive, Suite 600 Harrisburg, PA 17112 Lancaster Room	DHS/Potential Offerors	April 17, 2017 1:00 pm
Answers to Potential Offeror questions posted to the Department of General Services (“DGS”) website ( <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> ) no later than this date.	DHS	April 26, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: Commonwealth of PA Department of Human Services Bureau of Financial Operations Division of Procurement & Contract Management Room 402 Health and Welfare Building 625 Forster Street Harrisburg, Pennsylvania 17120	Offerors	May 22, 2017 2:00pm

## PART I

### GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (“RFP”) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for consideration by the Department of Human Services (“DHS” or “Department”), on behalf of the Commonwealth of Pennsylvania (“Commonwealth”), to satisfy a need for **Independent Enrollment Broker (“IEB”)** services for the benefit of individuals eligible for health-related services and long-term services and supports under Pennsylvania’s Medical Assistance Program and the Act 150 Attendant Care Program (“Act 150 Program”) (“Project”).

This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the services to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

- I-2. Issuing Office.** The Department’s Office of Administration, Bureau of Financial Operations (“Issuing Office”) has issued this RFP on behalf of the Department’s Office of Long-Term Living (“OLTL”). The sole point of contact in the Commonwealth for this RFP shall be Michelle Smith, [RA-pwrfpquestions@pa.gov](mailto:RA-pwrfpquestions@pa.gov), the Project Officer for this RFP. Please refer all inquiries to the Project Officer.

- I-3. Overview of Project.** The Department is seeking Offeror(s) to operate as IEBs for the OLTL Programs operating in three geographic regions (“Lots”) of the Commonwealth, as defined below. The selected Offeror(s) for each Lot will provide choice counseling and enrollment assistance to IEB Consumers and facilitate the LTSS eligibility and enrollment process for LTSS Applicants and Potential LTSS Applicants.

The selected Offeror(s) must be unbiased and provide useful and accurate information and enrollment assistance services. To facilitate the LTSS eligibility and enrollment process, the selected Offeror(s) must understand the roles and responsibilities of the different entities involved in the process and coordinate and cooperate with those entities so that LTSS Applicants receive the needed services for which they are eligible as quickly as possible.

The IEB Consumers served by the selected Offeror(s) will be a diverse cultural population with a wide range of complex health care, LTSS and communication needs. The selected Offeror(s) will be required to identify and respond to their individual needs and circumstances, perform community outreach and activities and make coordinated efforts within their communities so that these individuals receive effective and timely choice counseling and enrollment assistance.

The selected Offeror(s) will also be required to establish and maintain a management information system that has the capability to interface with the different DHS systems involved in the eligibility and enrollment process for the OLTL Programs. A brief overview of these OLTL Programs follows.

**OLTL HCBS Programs:**

OLTL administers four Medicaid 1915(c) HCBS Waiver Programs – the Aging Waiver, the Attendant Care Waiver, the Independence Waiver and the OBRA Waiver (collectively “OLTL

HCBS Waiver Programs”) – and the state-funded Act 150 Program, which will be involved in this Project. Each of these OLTL HCBS Programs is targeted to a specific population and currently provides HCBS on a FFS basis.

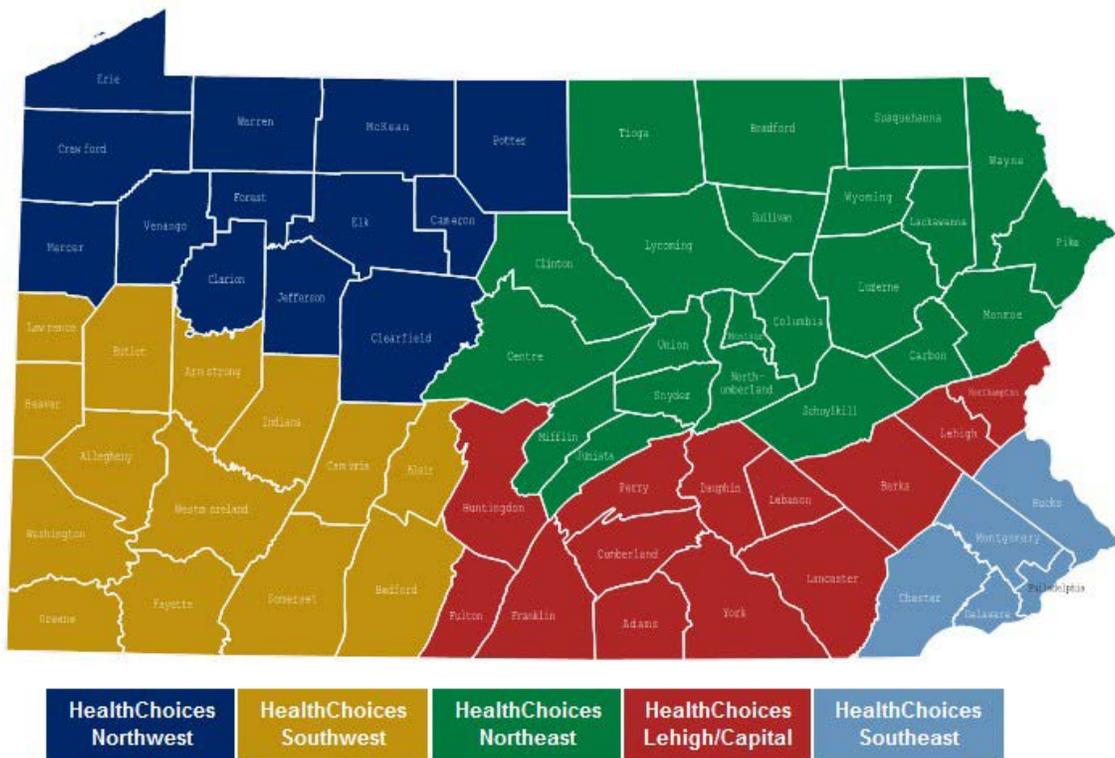
1. ***Aging Waiver.*** This program provides HCBS to MA Consumers who are sixty (60) years of age and older and are NFCE. Additional information about the Aging Waiver is available at: <http://www.dhs.pa.gov/citizens/alternativestonursinghomes/agingwaiver/>.
2. ***Attendant Care Waiver.*** This program provides HCBS to MA Consumers who are eighteen (18) to fifty-nine (59) years of age and NFCE. In addition, to receive services under this program, an individual must be mentally alert, have a medically determinable physical impairment expected to last for a continuous period of not less than twelve (12) months or may result in death, and require assistance to perform functions of daily living, self-care, and mobility. For purposes of this program, “mentally alert” has been defined as meeting the eligibility criteria for Act 150 Program described below. Additional information about the Attendant Care Waiver is available at: <http://www.dhs.pa.gov/citizens/attendantcare/attendantcareact150/index.htm>.
3. ***Independence Waiver.*** This program provides HCBS to MA Consumers who are eighteen (18) to sixty (60) years of age and NFCE. In addition, to receive services under this program, an individual must have a physical disability, including an acquired brain injury (but not have a primary diagnosis of an intellectual disability or have a major mental illness), that is likely to continue indefinitely, and results in three (3) or more substantial functional limitations in major life activity; self-care, understanding and use of language, learning, mobility, self-direction or capacity for independent living. Additional information about the Independence Waiver is available at: <http://www.dhs.pa.gov/citizens/alternativestonursinghomes/independencewaiver/index.htm>.
4. ***OBRA Waiver.*** This program currently provides HCBS to MA Consumers who are eighteen (18) to sixty (60) years of age, and who have a developmental disability (but do not have a primary diagnosis of either an intellectual disability or a major mental illness), and have been assessed to require services at the level of an ICF/ORC. Other Related Conditions include physical, sensory, or neurological disabilities which manifested before age twenty-two (22), are likely to continue indefinitely, and result in substantial functional limitations in three (3) or more of the following areas of major life activity: capacity for independent living, mobility, self-direction, learning, understanding and use of language, and self-care. Additional information about the OBRA Waiver is available at: <http://www.dhs.pa.gov/citizens/alternativestonursinghomes/obrawaiver/index.htm>.
5. ***The Act 150 Program.*** This state-funded program provides personal assistance services to individuals who are eighteen (18) to fifty-nine (59) years of age and NFCE. In addition, to receive services under this program, an individual must be mentally alert, have a medically determinable physical impairment expected to last for a continuous period of twelve (12) months or may result in death and require attendant care services. Further, the individual must be financially ineligible for MA. To qualify as “mentally alert” under the Act 150 Program, a person must be capable of selecting, supervising and, if needed, firing an attendant and be capable of managing their own financial and legal affairs. Additional information about the Act 150 program and the Attendant Care Services Act (62 P.S. §

3051 et seq.) is available at: <http://www.dhs.pa.gov/citizens/attendantcare/attendantcareact150/index.htm>.

### **OLTL Managed Care Programs:**

1. **LIFE.** LIFE is a managed care program currently available in certain geographic areas of Pennsylvania. LIFE provides a comprehensive all-inclusive package of medical and supportive services to MA Consumers age fifty-five (55) or older who are NFCE and are able to be safely served in the community, as determined by a LIFE provider. More information about LIFE is available at <http://www.dhs.pa.gov/citizens/alternativestonursinghomes/lifelivingindependencefortheelderly/>.
2. **Community HealthChoices.** CHC is the Commonwealth's planned statewide MA mandatory managed care program through which physical health services and LTSS will be provided to MA Consumers, age twenty-one (21) and older, who:
  - Require MA LTSS (whether in the community or in private or county nursing facilities) because they are NFCE; or
  - Are Full Dual Eligibles, whether or not they need or receive LTSS (i.e., Full Dual Eligibles who are NFI or NFCE).

The Commonwealth intends to implement CHC in three phases, starting January 2018. When fully implemented, CHC will be operational in all 67 counties, which will be divided into five (5) Zones. As reflected in the map below, the CHC Zones will be consistent with DHS's current physical health ("PH") HC Zones. Once implemented in a Zone, CHC will be the sole MA Program option for NFI Dual Eligibles and most NFCE MA Consumers (unless they are eligible for and choose to participate in an available LIFE program). Additional information about CHC is available at <http://www.dhs.pa.gov/citizens/communityhealthchoices/index.htm>.



The Project Lots and anticipated CHC Zone Start Dates are as follows:

**Lot 1: Implementation January 1, 2018**

The Southwest (“SW”) Zone consists of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Fayette, Greene, Indiana, Lawrence, Somerset, Washington and Westmoreland Counties.

**Lot 2: Implementation July 1, 2018**

The Southeast (“SE”) Zone consists of Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.

**Lot 3: Implementation January 1, 2019**

The Lehigh/Capital (“L/C”) Zone consists of Adams, Berks, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Lancaster, Lebanon, Lehigh, Northampton, Perry and York Counties.

The Northwest (“NW”) Zone consists of Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Jefferson, McKean, Mercer, Potter, Venango and Warren Counties.

The Northeast (“NE”) Zone consists of Bradford, Carbon, Centre, Clinton, Columbia, Juniata, Lackawanna, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming Counties.

**Impact of CHC on other OLTL Programs.** Until CHC is implemented in a Zone, the OLTL HCBS Programs and any LIFE programs in the Zone will continue to operate, and eligible individuals residing in the Zone will be enrolled in and receive services under these Programs. Approximately sixteen (16) weeks prior to the anticipated CHC Zone Start Date (“CHC pre-

transition period”), DHS will engage in CHC transition activities involving Potential CHC Participants residing in the Zone, including individuals currently receiving LTSS and individuals who are determined eligible for LTSS during this pre-transition period.

During the pre-transition period, Potential CHC-LTSS Participants, age fifty-five (55) or older, will have the opportunity to choose to transition to CHC or to an available LIFE program (if they are otherwise eligible for LIFE) when CHC is implemented in the Zone. If they choose to enroll in CHC, these individuals will also have the opportunity to select their CHC-MCO and PCP. All other Potential CHC Participants will be required to enroll in CHC and will also be given the opportunity to select their CHC-MCO and PCP during the pre-transition period.

Once CHC is implemented in a Zone, the Aging Waiver, the Attendant Care Waiver and the Independence Waiver will no longer operate in the CHC Zone. LIFE programs will continue to operate in the CHC Zone and will be an alternative managed care option to CHC for individuals eligible for LIFE.

The OBRA Waiver will remain available in a CHC Zone. In addition to serving MA Consumers who require the level of care provided in an ICF/ORC, the OBRA Waiver will be amended to serve NFCE MA Consumers who are eighteen to twenty (18-20) years of age. The Act 150 Program will also continue to remain in effect for individuals who are clinically eligible for LTSS but financially ineligible for MA.

**Enrollment Data and Trends.** To assist Offerors in understanding and assessing the scope of the Project, DHS is providing projected enrollment numbers for CHC by Zone and by CHC Participant categories. DHS is also providing historic enrollment information and projected enrollment trends for LIFE and the OLTL HCBS Programs discussed above. Refer to **Appendix F** for this historic and projected enrollment information.

#### **I-4. Objectives.**

**A. General.** DHS is seeking Offeror(s) to operate as an IEB that provides choice counseling and enrollment assistance to IEB Consumers consistent with the requirements of this RFP.

**B. Specific.** For each Lot, selected Offeror(s) will:

1. Provide timely and efficient enrollment assistance to allow individuals to access needed services.
2. Provide conflict free choice counseling to enable individuals to make informed and unbiased decisions.
3. Reduce the number of CHC Participants auto-assigned to a CHC-MCO by maintaining consistently high advance CHC-MCO selection rates.
4. Facilitate Program Transfers and Plan Transfers for Participants.
5. Facilitate seamless Program Transfers in order to maintain continuity of care for OPTIONS Program Participants transitioning to CHC-MCOs or another OLTL Program.
6. Establish and maintain an Enrollment Center with sufficient numbers of trained staff to

perform the functions required by this RFP.

7. Establish and maintain a website that provides access to information about the OLTL Programs and the different services available under those Programs.
8. Provide timely and appropriate enrollment assistance and coordination to IEB Consumers, including appropriate coordination with the DHS Office of Income Maintenance, CAOs, IAE, CHC-MCOs, HC-MCOs, BH-MCOs, and other entities involved in providing services to IEB Consumers.
9. Maintain an efficient and cost effective LTSS enrollment assistance process that facilitates the submission and timely adjudication of LTSS Applications, enabling LTSS Applicants to promptly access necessary LTSS.
10. Provide IEB Consumers and other interested persons access to information and enrollment assistance relating to OLTL Programs through a web-based approach that is supplemented by additional means including, but not limited to: email, mail, telephone, and in-person assistance.
11. Establish and maintain an adequate MIS to handle the various interfaces and exchange of files critical to the timely processing of enrollments and LTSS Applications and to provide access to provider network information so Participants and LTSS Applicants are afforded accurate information to choose an OLTL Program or a CHC-MCO and PCP that best meets their needs.
12. Establish defined protocols, processes, and a MIS that supports a person-centered decision making process.
13. Establish a repository for storing eligibility and enrollment data received from DHS that can be used for required activities.
14. Have the capability and flexibility to accommodate future changes relating to enrollment services and to the MA Program.

- I-5. Method of Award.** Offerors may propose on one, all, or any combination of the three (3) Lots. Each Lot must be submitted as a separate proposal (Technical, Cost, and SDB/SB Submittals). After final evaluation of proposals, if it is determined to be in the Commonwealth's best interest, the Department may request Offerors to submit integrated solutions for any combination or all Lots.
- I-6. Type of Agreement.** If DHS enters into a grant agreement(s) as a result of this RFP, it will be a Firm, Fixed Price agreement(s) containing Standard Terms and Conditions as shown in **Part VI**. DHS, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of DHS, show them to be qualified, responsible and capable of performing the Project.
- I-7. Rejection of Proposals.** DHS may, in its sole and complete discretion, reject any proposal received as a result of this RFP.
- I-8. Incurring Costs.** DHS is not liable for any costs the Offeror incurs in preparation and submission of its proposal(s), in participating in the RFP process or in anticipation of award of the grant agreement(s).

- I-9. Pre-proposal Conference.** DHS will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide an opportunity for clarification of the RFP. Offerors should forward all questions to the Project Officer in accordance with **Part I, Section I-10** to ensure adequate time for analysis before DHS provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by DHS. All questions and written answers will be posted on the DGS website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is optional but highly recommended.
- I-10. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 03-17 Question”**) to the Project Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Project Officer by any other means. DHS shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Project Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that DHS decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with **Part I, Section I-11**. DHS shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by DHS. DHS does not consider questions to be a protest of the specifications of the solicitation. The required protest process for Commonwealth procurements is described in **Part I, Section I-28**.

- I-11. Addenda to the RFP.** If DHS deems it necessary to revise any part of this RFP before the proposal response date, DHS will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.
- I-12. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. DHS will **not** accept proposals via email or facsimile transmission. Offerors 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 Offerors. The hour for submission of proposals shall remain the same. DHS will reject, unopened, any late proposals.

### **I-13. Proposal Requirements.**

**A. Proposal Submission:** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part I, Section I-13.B**, providing **seven (7) paper copies [one marked “ORIGINAL”] of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business and Small Business (SDB/SB) Participation Submittal and related Letter(s) of Intent.** In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the entire proposal (Technical, Cost and SDB/SB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. Additionally, on the CD-ROM or Flash drive, include separate folders which contain a complete and exact copy of the entire Technical (excluding financial capability) Submittal in PDF (portable document format). To the extent that an Offeror designates information as confidential or proprietary or trade secret protected in accordance with RFP **Part I, Section I-19**, the Offeror must also include one (1) redacted version of the Technical Submittal, excluding financial capability on a CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The Offerors may not lock or protect any cells or tabs. The CD or Flash drive should clearly identify the Offeror 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 Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix A)** and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for one hundred and twenty (120) days or until an agreement(s) is fully executed. If DHS selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror 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 Offeror 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 Offeror may modify its submitted proposal(s) prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal(s) or sealed modification which complies with the RFP requirements.

**B. Proposal Format:** Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not

applicable to the enumerated categories, as an appendix to the proposal(s). All cost data relating to the proposal(s) and all SDB/SB cost data should be kept separate from and not included in the Technical Submittal(s). Offerors should not reiterate technical information in the cost submittal. Offerors may submit proposals on one, a combination of or on all Lots; however, Offerors must submit each Lot as a separate proposal.

Proposals must follow the following format:

- a. Pages must be 8.5 by 11 inches with right and left margins of one (1) inch; and be double-sided.
- b. Must use Arial or Times New Roman font with a size of twelve (12).
- c. Tab and Section headings, shown in Part III, Technical Submittal for Each Lot, **MUST** be used.
- d. Each page of the proposal must include a page number and identification of the Offeror in the page footer.
- e. Materials provided in any Appendix must be specifically referenced by page number(s) in the body of the proposal.
- f. Exceptions for paper and font size are permissible for project schedule (Microsoft Project) or for graphical exhibits and material in appendices which may be printed on white paper with dimensions of 11 by 17 inches.

Each Proposal shall consist of the following **three** (3) separately sealed submittals:

**1. Technical Submittal:**

- a. In response to **Part III**; and  
The Technical Submittal must include a Transmittal Letter and include Tabs 1 through 14. Offerors must format their responses as follows
  - o Tab 1: Table of Contents
  - o Tab 2: Requirements
  - o Tab 3: Statement of the Problem
  - o Tab 4: Management Summary
  - o Tab 5: Work Plan
  - o Tab 6: Prior Experience
  - o Tab 7: Personnel
  - o Tab 8: Training
  - o Tab 9: Financial Capability
  - o Tab 10: Objections to Standard Terms and Conditions
  - o Tab 11: Lobbying Certification (**Appendix L**)
  - o Tab 12: Conflict-Free Requirements
  - o Tab 13: Corporate Reference Questionnaire (**Appendix D**)
  - o Tab 14: Key Personnel Reference Questionnaire (**Appendix E**)

- b. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**;
  - c. Complete, sign and include **Appendix M – Iran Free Procurement Certification**;
2. Cost Submittal, in response to RFP **Part IV**; and
  3. SDB/SB Participation Submittal, in response to RFP **Part V**:
    - a. Complete and include **Appendix I - SDB/SB Participation Submittal Form**; and
    - b. Complete and include **Appendix J - SDB/SB Letter of Intent**. Offeror must provide a Letter of Intent for each SDB and SB listed on its SDB/SB Participation Submittal(s) Form.

DHS may request additional information which, in DHS’s opinion, is necessary to ensure that the Offeror’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

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

- I-14. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the RFP.
- I-15. Alternate Proposals.** DHS has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. DHS will not accept alternate proposals.
- I-16. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to DHS to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. DHS will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to grant agreement(s) execution.
- I-17. Oral Presentations.** Offerors may be required to make an oral presentation of their proposals to DHS to demonstrate an Offeror’s capabilities and ability to provide the services required in the RFP. DHS will initiate requests for oral presentations; which may include a request that key personnel be present. The oral presentation will be held in Harrisburg, Pennsylvania. Oral presentations may be requested at any stage of the evaluation and selection process prior to grant agreement(s) execution. An Offeror who refuses a request for or does not honor an appointment for an oral presentation may be disqualified.
- I-18. Prime Grantee Responsibilities.** The selected Offeror(s) must perform the largest percentage of work as compared to its subcontractors and suppliers. Nevertheless, the selected Offeror(s) is responsible for all services offered in its proposal(s) whether it produces them itself or by

subcontract. Further, DHS will consider the selected Offeror(s) to be the sole point of contact with regard to all contractual matters.

**I-19. 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 Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal in accordance with RFP **Part I, Section I-13**, 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 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 an agreement. Notwithstanding any Offeror 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 the grant agreement(s) pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix C** for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to **Part III, Section III-7** of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-20. Best and Final Offers ("BAFO").**

- A. While not required, DHS may conduct discussions with Offerors for the purpose of obtaining BAFOs. To obtain BAFOs from Offerors, DHS may do one or more of the following, in any combination and order; for one, all, or none of the Lots:
  - 1. Schedule oral presentations;
  - 2. Request revised proposals; and
  - 3. Enter into pre-selection negotiations.

**B.** The following Offerors will **not** be invited by DHS to submit a BAFO:

1. Those Offerors, which DHS has determined to be not responsible or whose proposals the Department has determined to be not responsive.
2. Those Offerors, which DHS has determined in accordance with **Part II, Section II-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to ensure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
4. Those Offerors which DHS has determined, in accordance with **Part II, Section II-5**, from the submitted conflict-free information, are not conflict-free and either did not propose a plan to become conflict-free or will not be conflict-free by the effective date of the grant agreement.

DHS may further limit participation in the BAFO process to those remaining responsible Offerors which DHS has, within its discretion, determined to be within the top competitive range of responsive proposals.

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

**D.** Price reductions offered shall have no effect upon the Offeror's Technical Submittal.

**E.** Any reduction to commitments to SDB/SB must be proportional to the reduction in the total price offered through any BAFO process or grant negotiations unless approved by the DGS, BDISBO.

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

**I-22. Restriction of Contact.** From the issue date of this RFP until DHS selects a proposal for award for each Lot, the Project Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for DHS to reject the offending Offeror's proposal(s). If DHS later discovers that the Offeror has engaged in any violations of this condition, DHS may reject the offending Offeror's proposal(s) or rescind its grant award(s). Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-23. Department Participation.** Selected Offeror(s) shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-23**. **DHS will monitor the selected Offeror's(s') performance. Designated**

**Department staff will coordinate readiness review, provide or arrange technical assistance and monitor for compliance with grant requirements and program policies and procedures.**

- I-24. Term of Grant Agreement.** The term of the grant(s) will commence on the Effective Date and will end **three (3) years** after the Effective Date. DHS will have the option to extend the grant on the same terms and conditions for two (2) additional one-year periods. DHS will fix the Effective Date after the grant(s) has been fully executed by the selected Offeror(s) and by the Commonwealth and all approvals required by Commonwealth grant procedures have been obtained. The selected Offeror(s) shall not start the performance of any work prior to the Effective Date of the grant(s) and the Commonwealth shall not be liable to pay the selected Offeror(s) for any service or work performed or expenses incurred before the Effective Date of the grant(s).
- I-25. Offeror's Representations and Authorizations.** By submitting its proposal(s), an Offeror understands, represents, and acknowledges that:
- A.** All of the Offeror's information and representations in the proposal are material and important, and DHS may rely upon the contents of the proposal(s) in awarding the grant(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 Offeror has arrived at the price(s) and amounts in its proposal(s) independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
  - C.** The Offeror has not disclosed the price(s), the amount of the proposal(s), nor the approximate price(s) or amount(s) of its proposal(s) to any other firm or person who is an Offeror or potential Offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
  - D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal, 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 Offeror makes its proposal(s) 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(s) for the Offeror, the Offeror, 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 Offeror has disclosed in its proposal(s).
  - G.** To the best of the knowledge of the person signing the proposal(s) for the Offeror and except as the Offeror has otherwise disclosed in its proposal(s), the Offeror 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 Offeror that is owed to the Commonwealth.

- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and have not been precluded from participation in any federally funded healthcare program and if the Offeror cannot so certify, then it shall submit along with its proposal(s) a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with DHS, any recommendations to DHS concerning the need for the services described in its proposal(s) or the specifications for the services described in the proposal(s).
- J. By submitting its proposal(s), the Offeror authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror(s) receives a fully executed and approved written grant agreement from DHS, there is no legal and valid grant, in law or in equity.
- L. The Offeror is not currently engaged, and will not during the duration of the agreement engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

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

- A. **Negotiations.** DHS will notify all Offerors in writing of the Offeror(s) selected for negotiations after DHS has determined, taking into consideration all of the evaluation factors, the proposal(s) most advantageous to DHS.
- B. **Award.** Offerors whose proposals are not selected will be notified when negotiations have been successfully completed and DHS has received the final negotiated grant agreement(s) signed by the selected Offeror(s).

**I-27. Debriefing Conferences.** Offerors whose proposals are not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-28** of this RFP).

**I-28. RFP Protest Procedure.** Offerors and prospective Offerors who are aggrieved in connection with the solicitation or award of this RFP may file a protest with DHS. Any such protest must be in writing and must comply with the requirements set forth in the Commonwealth Procurement Code at 62 Pa. C.S. § 1711.1.

Any protest filed in relation to this RFP must be delivered to:

Department of Human Services  
Office of Administration, Bureau of Financial Operations  
Division of Procurement and Contract Management  
Room 402 Health and Welfare Building  
625 Forster Street  
Harrisburg, Pennsylvania 17120  
Attn: Mac Spiker  
Email address: [RA- pwrfpquestions@pa.gov](mailto:RA-pwrfpquestions@pa.gov)

Offerors and prospective Offerors must file any protest electronically via email to the resource account listed above but also must simultaneously send an original and two hard copy versions of the protest to the address listed above.

- I-29. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.
- I-30. Information Technology Policies.** This RFP is subject to the Information Technology Policies (ITPs) {formerly known as Information Technology Bulletins} issued by the Office of Administration, Office for Information Technology (OA-OIT); and DHS Business and Technical Standards created and published by DHS. ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. The DHS Business and Technical Standards may be found at <http://www.dhs.state.pa.us/provider/busandtechstandards/index.htm>.

All proposals must be submitted on the basis that all ITPs and DHS Business and Technical Standards are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs and DHS Business and Technical Standards. Notwithstanding the foregoing, if the Offeror believes that any ITP or DHS Business and Technical Standard is not applicable to this procurement, it must list all such ITPs and DHS Business and Technical Standards in its technical response, and explain why it believes the ITP and DHS Business and Technical Standard is not applicable. DHS may, in its sole discretion, accept or reject any request that an ITP or DHS Business and Technical Standard not be considered to be applicable to the procurement. The Offeror's failure to list an ITP or DHS Business and Technical Standard will result in its waiving its right to do so later, unless DHS, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP or DHS Business and Technical Standard.

## PART II

### CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection for a Lot, a proposal must:
- A. Be timely received from an Offeror (see **Part I, Section I-12**); and
  - B. Be properly signed by the Offeror (see **Part I, Section I-13**).
- II-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Part II, Section II-1** above (A-B) are the only RFP requirements that the Department will consider to be *non-waivable*. DHS may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in an Offeror's proposal(s); (2) allow the Offeror to cure the nonconformity; or (3) consider the nonconformity in the scoring of the Offeror's proposal(s).
- II-3. Evaluation.** DHS has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the SDB/SB Participation Submittal(s) and provide DHS with a rating for this component of each proposal for each Lot. DHS will separately evaluate and score each Lot. DHS will notify in writing of its selection for negotiation, the responsible Offeror(s) whose proposal(s) is determined to be the most advantageous to the Commonwealth for each Lot as determined by DHS after taking into consideration all of the evaluation factors.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal submitted for each Lot of this RFP:
- A. **Technical:** DHS has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following in order of importance: Soundness of Approach, Offeror Qualifications, Personnel Qualifications, and Statement of the Problem. The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
  - B. **Cost:** DHS has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.
  - C. **Small Diverse Business and Small Business Participation:** BDISBO has established the minimum evaluation weight for the SDB/SB Participation criterion for this RFP as **20%** of the total points.

1. The SDB/SB point allocation is based entirely on the percentage of the agreement cost committed to SDB/SB.
2. A total combined SDB/SB commitment less than one percent (1%) of the total agreement cost is considered *de minimis* and will receive no SDB/SB points.
3. Two-thirds (2/3) of the total points are allocated to SDB participation (SDB %).
4. One-third (1/3) of the total points is allocated to SB participation (SB %).
5. Based on a maximum total of 200 available points for the SDB/SB Participation Submittal, the scoring mechanism is as follows:

**Small Diverse Business and Small Business Raw Score =**

$$200 (SDB\% + (1/3 * SB\%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: [http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx).
7. The Offeror's prior performance in meeting its obligations to SDBs and SBs will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior commitments, BDISBO may recommend to the Department that the Offeror be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points.

**D. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization ("DWU") criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each Lot's proposal will be scored for its commitment to use domestic workforce in the fulfillment of the agreement. Maximum consideration will be given to those Offerors who will perform the direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the DWU Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

**E. Iran Free Procurement Certification and Disclosure.** Prior to entering into an agreement worth at least \$1,000,000 or more with a Commonwealth entity, an Offeror must: a) certify it is not on the

current list of persons engaged in investment activities in Iran created by DGS pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Section 3501-3506 of the Procurement Codes; or b) demonstrate it has received an exception from the certification requirement for that solicitation or agreement pursuant to Section 3503(e). All Offerors must complete and return the Iran Free Procurement Certification form (**Appendix M**). Offerors must complete and sign the Iran Free Procurement Certification form and submit as part of the Technical Submittal.

See the following web page for the current Iran Free Procurement list:

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>

- II-5. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal(s) and possess the capability to fully perform the grant requirements in all respects and the integrity and reliability to assure good faith performance of the grant(s).

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for BAFO or selection for negotiations:

- A. For each Lot, the total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**;
- B. The Offeror's conflict-free information must demonstrate that the Offeror meets the independence and conflict free requirements defined in **Part III, Section III-1.D**. If the Offeror is not independent and conflict-free at the time of proposal submittal, the Offeror's work plan, detailing the sequencing of events and the time required to become independent and conflict-free, must sufficiently demonstrate, to DHS's satisfaction that the Offeror will meet the independence and conflict-free requirements by the effective date of the grant agreement.
- C. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability for good faith performance of the grant. The Commonwealth will review the Offeror's previous three (3) financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

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

DHS will award a grant(s) only to an Offeror(s) determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**II-6. Final Ranking and Award.**

- A.** After any BAFO process is conducted, for the proposals submitted for each Lot, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final SDB/SB Submittal scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order, for each Lot.
- C.** For each Lot and except as provided in subsection D below, DHS must select for negotiations the Offeror(s) with the highest overall score.
- D.** For one or any Lot, DHS has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a grant agreement(s) is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the grant file.

## PART III

### TECHNICAL SUBMITTAL FOR EACH LOT

#### III-1. Requirements.

**A. Disaster Recovery.** The selected Offeror(s) must develop and document a disaster recovery plan and have written policies and procedures documenting the disaster recovery plan that, at a minimum, address system backup and recovery of electronic records and files in the event of a disaster, including records and files maintained in its MIS and by its Enrollment Center. The Offeror should describe its data backup and disaster recovery plan for restoring and maintaining operations during natural or human-induced disasters, or any other occurrence that damages systems or data. The Offeror must describe how its backup and disaster recovery plans enable the continuation of critical business processes for the protection and security of the data. The selected Offeror(s) must provide an annual update of the data backup and disaster recovery plan and the disaster recovery plan testing process and testing frequency on the yearly anniversary start date of the fully executed agreement.

#### **Offeror Response**

**B. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that grantees and contractors that provide critical business services for the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of 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 out the identified functions.
  - c. Contingency plans for:
    - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - ii. How employees in your organization will carry out the essential functions if prevented from coming to the primary workplace.

- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

### **Offeror Response**

#### **C. Compliance with Applicable Laws.**

1. The selected Offeror(s) must have a working knowledge of, comply with, and provide all services in compliance with applicable federal, state, and local laws, regulations, standards, guidelines and policies, including but not limited to: Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, and 2000e *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 *et seq.*), Title XIX of the Social Security Act (42 U.S.C. §§ 1396-1396v), the Pennsylvania Human Relations Act of 1955 (71 P.S. §941 *et seq.*), and the Pennsylvania Human Services Code, (62 P.S. § 101 *et seq.*).
2. In the event that there are amendments, revisions or additions to the requirements of state or federal law, regulations, guidelines or policies (including IT standards) or substantial and sustained increases or decreases in enrollment volume which occur after the Effective Date of the grant, the selected Offeror(s) and DHS will meet to determine the impact of such changes on the grant requirements. The selected Offeror(s) will investigate the impact of the change on the grant and its requirements and price. If DHS and the selected Offeror(s) agree on the results of the investigation and any necessary modifications to the grant, the grant will be modified to take into account the agreed upon changes and the change will be implemented. If the change is within the scope of the grant and does not require modification of its provisions, DHS will issue a change order in accordance with the Standard Terms and Conditions, **Part VI**. If the change is within the scope of the grant but requires modification of other provisions, DHS and the selected Offeror(s) will execute a written amendment.

### **Offeror Response**

#### **D. Independence and Conflict-Free Requirements.**

1. The selected Offeror(s) and all subcontractor(s), including SDB/SBs, regardless of whether the subcontractor(s) are providing services in relation to the selected Offeror’s(s’) choice counseling or enrollment assistance services, must be:
  - a. Independent as defined in 42 C.F.R. § 438.810 (b)(1);
  - b. Free from conflict of interest as defined in 42 C.F.R. § 438.810 (b)(2); and
  - c. Free from any relationship with the DHS EQRO contractor or its subcontractors.
2. The selected Offeror(s) must provide DHS a written statement during the Readiness

Review Period and on an annual basis thereafter, certifying compliance with the independence and conflict free requirements of the grant.

### **Offeror Response**

**E. Confidential and Sensitive Information.** The selected Offeror(s) must comply with federal and state law, rules, regulations and requirements concerning confidentiality of information, including HIPAA (See **Part VI**, Standard Terms and Conditions), and other federal and state laws, regulations, and rules regarding the security and confidentiality of information regarding MA Consumers.

The selected Offeror(s) must:

1. Require all personnel and subcontractors comply with federal and state laws, regulations and requirements concerning the security and confidentiality of protected health information.
2. Train all personnel and subcontractors in confidentiality laws and regulations, including the HIPAA Privacy and Security Rules and MA confidentiality requirements.
3. Require all personnel and subcontractors to sign a confidentiality agreement.
4. Maintain personnel policies that include disciplinary procedures relevant to violations of the signed confidentiality agreement.
5. Use and distribute, and require its subcontractors to use and distribute, confidential and sensitive information only for the limited purpose of carrying out the obligations of the grant.
6. Maintain adequate measures to prohibit unauthorized access, copying, and distribution of information obtained as a result of work on the Project.
7. Properly dispose of both hard and electronic copies of all information during work on this Project, and any remaining information upon the completion of the Project.
8. Follow Commonwealth procedures for information handling and sharing.

Describe your plan to comply with all applicable confidentiality and security requirements, including your approach to prevent and address significant data breaches. Detail any examples of past data breaches within your organization, how you addressed them and the measures you put in place to mitigate the risk of similar breaches occurring in the future.

### **Offeror Response**

**F. Record and Report Retention, Retrieval, and Transfer.** The selected Offeror(s) must create and maintain a record and report retention plan and policies that, at a minimum, comply with the requirements of the grant. The selected Offeror(s) must provide a copy of its record

retention plan and policies to DHS for approval during the Readiness Review Period and thereafter upon request of DHS.

The record retention and report plan and policies must provide that:

1. The selected Offeror(s) must maintain books, records, and other compilations of data and information pertaining to the performance of the grant agreement.
2. The selected Offeror(s) must retain all such records a period of five (5) years from the termination or expiration of the grant. Should any litigation, claim, negotiation, audit, or other action involving the records be commenced, the selected Offeror(s) must retain the records until the resolution of all issues, or until the end of the applicable retention period, whichever is later.
3. All or part of any record or report must be retrievable within five (5) calendar days of request by DHS or an oversight agency.
4. Selected Offeror(s) must have a retention system that is outlined and organized by year and in such a way that it can be transferred to DHS or a subsequent grantee without the need to manually re-enter information.

### ***Offeror Response***

**G. Fraud and Abuse Compliance Plan.** The selected Offeror(s) must establish and maintain a compliance plan and written policies and procedures for the detection and prevention of Fraud and Abuse by the selected Offeror(s), and its employees and subcontractors. The selected Offeror(s) must provide a copy of its Fraud and Abuse compliance plan, policies and procedures to DHS during the Readiness Review Period and thereafter upon request of DHS.

1. The selected Offeror(s)'s written compliance policies must educate employees, contractors and agents about false claims, false statements and whistleblower protections under applicable federal and state fraud laws.
2. The selected Offeror(s) must cooperate fully with oversight agencies responsible for Fraud and Abuse detection and prosecution activities, including the DHS Bureau of Program Integrity, the Governor's Office of the Budget, the Pennsylvania Office of the Attorney General, the Pennsylvania Office of Inspector General, CMS, the federal Office of Inspector General, and the United States Justice Department. Internal enforcement policies and procedures adopted by the selected Offeror(s) will be subject to Department review.
3. The selected Offeror(s) must refer all instances of suspected or confirmed Fraud or Abuse to DHS Bureau of Program Integrity within one (1) business day of the day on which selected Offeror(s) becomes aware of the Fraud or Abuse.
4. The selected Offeror(s) must require, as a written provision in all subcontracts, that the subcontractor recognize that payments made to the subcontractor are derived from federal and state funds.

5. The selected Offeror(s) must require, as a written provision in all subcontracts for services rendered to MA Consumers, that the subcontractor may be held civilly or criminally liable for misrepresentations or Fraud or Abuse in connection with services provided under the grant.
6. The selected Offeror(s) must notify all subcontractors of the prohibition and sanctions for the submission of false claims and statements.
7. DHS may impose penalties in cases where there is suspected Fraud or Abuse by the selected Offeror(s), including its corporate officers and employees or its subcontractors, which violate one or more terms of the RFP or grant, or the requirements of state or federal laws or regulations.

Describe the methods you will use to detect and prevent potential employee, subcontractor or participant Fraud, waste and Abuse. Describe how you will monitor your subcontractors for compliance with all grant requirements and responsibilities. Describe the sanctions or penalties that you will impose if a subcontractor fails to perform the required responsibilities.

### **Offeror Response**

#### **H. Staff Clearances.**

1. The selected Offeror(s) must, at its expense, arrange for a criminal background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth data and information technology (“IT”) facilities, either through on-site access or through remote access. Background checks must be conducted via the Request for Criminal Record Check form and procedure found at <http://epatch.state.pa.us>. If an employee has not been a resident of Pennsylvania for the last two (2) years, an FBI clearance check from the state of residence during the last (2) years is required. The background check must be conducted prior to initial access, prior to the provision of services by the individual, and thereafter on an annual basis.

The selected Offeror(s) must arrange, at its own expense, for a child abuse clearance for all personnel who will have contact with children (e.g., in-home visit with a potential participant or applicant who has children) at the time of hiring. Child abuse clearances are obtained at <https://www.compass.state.pa.us/cwis/public/home>.

2. The Commonwealth may conduct background checks over and above those described herein.

### **Offeror Response**

- I. **Lobbying Certification and Disclosure of Lobbying Activities.** This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign

the “Lobbying Certification Form,” (attached as **Appendix L**) and, if applicable, complete the “Disclosure of Lobbying Activities” form (attached as **Appendix L**). The signed form(s) must be included as **Tab 11** in the Technical Submittal.

**III-2. Statement of the Project.** State in succinct terms your understanding of the Project presented and the service required by this RFP. The Offeror’s response should demonstrate that the Offeror fully understands the scope of services to be provided, the Offeror’s responsibilities, and how the Offeror will effectively manage the grant.

**Offeror Response**

**III-3. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. The summary will condense and highlight the contents of the Offeror’s Technical Submittal in a manner that allows a broad understanding of the entire Technical submittal.

**Offeror Response**

**III-4. Prior Experience.** Include experience operating as an IEB, administering and facilitating community-based or public programs, assisting individuals with an eligibility and enrollment process, working with older adults or adults with disabilities, working with individuals with acquired brain injuries, or cognitive or behavioral impairments, or other similar experience. Experience shown should be work done by your company and the individuals who will be assigned to your Project. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency, who may be contacted. In addition to the information relating to prior experience included in Offeror’s proposal(s), DHS may use information that it has or that it obtains through its own research in evaluating Offerors’ background and experience.

**A. Corporate Background.** The Offeror must describe the corporate history and relevant experience of the Offeror and any subcontractors. This section must detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. The Offeror must provide a corporate organizational chart.

The Offeror must provide the following information:

1. Describe its corporate identity, legal status and form, including the name, address, telephone number, and email address for the legal entity that is submitting the proposal. Provide the name of the Offeror’s principal officers, a description of its major services, and any specific licenses and accreditations held by the Offeror. State whether the Offeror provides services in Pennsylvania as a health care provider, a MCO, a prepaid inpatient health plan (“PIHP”), a prepaid ambulatory health plan (“PAHP”), a primary care case manager (“PCCM”), or an MA or OLTL Provider and provide a description of any such services.
2. Provide the names and addresses of all of Offeror’s parents, subsidiaries and other related entities; and an explanation of the nature of each relationship, including whether or not

these entities provide services in Pennsylvania as a health care provider, a MCO, a PIHP, PAHP, a PCCM, or an MA or OLTL Provider.

3. Provide the name, address, telephone number, facsimile number, and email address of each subcontractor, including a SDB or SB, and its parent company, subsidiaries and related entities; and an explanation of the nature of each such relationship, including whether or not these entities provide services in Pennsylvania as a health care provider, a MCO, a PIHP, PAHP, a PCCM or an MA or OLTL Provider.
4. Identify for the Offeror and its subcontractors, including SDBs or SBs, and their owners, employees and consultants, the following information:
  - a. Any direct or indirect financial interest, including any contract with any managed care entity, health care provider, or MA or OLTL Provider that furnishes services in Pennsylvania.
  - b. Whether they have been excluded from participation in any federally funded health care program.
  - c. Whether they have been debarred or suspended by any federal agency
  - d. Whether they have been subject to civil monetary penalties under the Social Security Act.
  - e. Whether they have been subject to sanctions or monetary penalties (including amounts) by any government entities, including other states or countries with whom they have had contracts.
5. The Offeror must demonstrate that the Offeror meets the independence and conflict free requirements defined in **Part III, Section III-1.D**. If the Offeror or its subcontractors are not independent and conflict-free at the time of proposal submittal, the Offeror must provide a work plan, detailing the manner, the sequencing of events and the time required to become independent and conflict-free that sufficiently demonstrates to DHS's satisfaction that the Offeror will meet the independence and conflict free requirements by the effective date of the grant agreement. DHS will review the Offeror's information and assess the Offeror's plan, both for its feasibility and sufficiency and in its sole discretion, determine if the Offeror meets the independence and conflict-free requirements.

### **Offeror Response**

#### **B. Corporate Experience.**

An Offeror will identify its experience for the types of experience listed below or other similar types of experience. Offeror(s) should explain how its prior experience supports the Offeror's ability to manage this Project. Experience shown should be within the last five (5) years of the proposal submission and include work done both by your company and the individuals who will be assigned to this Project.

1. Working with managed care delivery systems.
2. Working with Medicaid LTSS Programs, including nursing facilities.
3. Enrolling eligible individuals in Medicaid managed care plans, Medicare Advantage plans or other federally-funded health care delivery systems (e.g., risk-based managed care).
4. Working with older adults and adults with disabilities.
5. Working with individuals with acquired brain injuries, or cognitive or behavioral impairments.
6. Working with Dual Eligibles.
7. Assisting or working with Medicare beneficiaries in connection with their Medicare benefits.
8. Effectively managing enrollment services issues specific to Medicaid, Medicare or other federally-funded health care delivery systems.
9. Providing choice counseling services or assisting eligible individuals in making informed choices when selecting an MCO and PCP in a Medicaid, Medicare or other federally-funded health care program.
10. Developing targeted outreach materials.
11. Working with community organizations and designing, developing and operating programs that involve community stakeholders in determining program improvement initiatives and outreach efforts.
12. Operating a large volume call center.

In describing your prior experience in any of the above-mentioned areas, you must identify any challenges or problems you encountered and the steps and length of time you took to address and resolve those challenges and problems.

### ***Offeror Response***

**C. References.** The Offeror must provide a list of at least three (3) relevant contacts within the past three (3) years to serve as corporate references. The references must be outside clients (non-DHS). This list shall include the following for each reference:

1. Name of customer
2. Type of contract
3. Contract description, including type of service provided
4. Total contract value
5. Contracting officer's name and telephone number
6. Role of subcontractors (if any)
7. Time period in which service was provided.

The Offeror must submit **Appendix D, Corporate Reference Questionnaire**, directly to the contacts listed. The references should return the completed questionnaires in sealed envelopes

to the Offeror. The Offeror must include these sealed references with its technical submittal under **Tab 13**.

The Offeror must disclose any contract or agreement cancellations, or terminations within five (5) years preceding the issuance of this RFP. If a contract or agreement was canceled or terminated for lack of performance, the Offeror must provide details on the customer's allegations, the Offeror's position relevant to the allegations, and the final resolution of the cancellation or the termination. The Offeror must also include each customer's Company or entity name, address, contact name, telephone number, and email address.

In addition, the Offeror must disclose any financial assessments or liquidated damages paid under prior contracts and any litigation arising from allegations of inadequate performance in prior contracts within five (5) years preceding the issuance of this RFP that relates to the type of work within the scope of this RFP.

DHS may disqualify an Offeror based on a failure to make a required disclosure. If DHS learns of a selected Offeror(s)'s failure to make a required disclosure after a grant has been awarded, DHS may terminate the grant.

### **Offeror Response**

#### **III-5. Personnel.**

- A. Offeror Personnel:** Provide a proposed staffing plan specifying the number of executive and professional personnel, including Enrollment Center staff, financial staff, analysts, researchers, or programmers, who will be engaged in the Project. Identify where these personnel will be physically located. The staffing plan should include the following:
- 1. Key Personnel.** For the key personnel listed below, include the individual's name, his or her education and experience with an IEB, enrollment assistance, choice counseling or similar type of work, including experience with services for older adults and individuals with disabilities. Indicate the responsibilities each individual will have for your Project and how long each individual has been with your company.
    - a. Pennsylvania Program Manager.** This person will be responsible and accountable for identifying and reinforcing grant requirements and for all activities related to the grant. This person must have demonstrated large project management and leadership skills, knowledge of health care, Medicaid and Medicare, and experience with low income populations, community-based organizations and special needs populations. In addition, this person must have a background in business and management in either the public or private sector, as well as with managed care programs.
    - b. Pennsylvania Financial Analyst.** This person must have financial management and accounting skills and must be able to support all aspects of financial management for a project of this magnitude.
    - c. Pennsylvania Systems Analyst and Designated Backup.** This person must have demonstrated systems management skills to support a project of this size and

complexity. This person must have the authority to make decisions necessary to resolve problems. This position must have a designated backup.

- d. Operations Manager.** This person will handle the day-to-day operations of the Project. This person will oversee the selected Offeror's process for providing eligibility and enrollment services and choice counseling and enrollment assistance to IEB Consumers, including the coordination with other programs and agencies involved in the delivery of services to these individuals, as needed. This person must have operations management and community relations skills.
- e. Enrollment Center Manager.** This person must have demonstrated the ability to manage a large volume enrollment call center providing eligibility and enrollment services, and choice counseling, preferably for a health care related or Medicaid program.

Key personnel must be available to DHS in person or via conference call on an as needed basis, as determined by DHS.

Submitted information shall not include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right-to-Know Law, including but not limited to home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state identification cards issued in lieu of a Drivers' License, and financial account numbers. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

A minimum of three (3) client references for each key staff person must be identified and must be outside clients (non-DHS) who can give information on the individual's experience and competence to perform activities similar to those requested in this RFP. The Offeror must submit **Appendix E, Key Personnel Reference Questionnaire**, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Offeror. The Offeror must include these sealed references with its Technical Submittal under **Tab 14**.

### **Offeror Response**

- 2. Organizational Chart.** Provide an organizational chart that shows positions and staffing that will be engaged in your Project. Include a rationale for the proposed reporting lines and proposed staffing. Show the total number of staff proposed and indicate the Full Time Equivalency (FTEs) to account for any staff that are not assigned on a full-time basis. Provide similar information for any subcontractors that are proposed. The organizational chart must illustrate the lines of authority, designate the position(s) responsible and accountable for the completion of each component in the RFP, indicate the name or job title and number of personnel that will be assigned to each role, and the number of hours per week each person is projected to work on the Project. The organizational chart must clearly indicate any functions that are subcontracted along with the name of the subcontracting entities and the services they will perform.

### **Offeror Response**

3. **Job Descriptions.** Provide job descriptions (this may be included as an attachment) for each job position on the organizational chart. Specify the minimum education, experience and training requirements and primary responsibilities for each job position.

**Offeror Response**

4. **Implementation Team.** Identify the Implementation team, including corporate staff, who will be involved during the Readiness Review and Implementation Phase of the grant, including their roles and responsibilities. Refer to **Part III, Section III-8.A.1** for requirements relating to the Readiness Review and Implementation Phase.

**Offeror Response**

5. **Staffing Plan.** Provide a timeline and strategy for hiring a sufficient number of qualified professional and technical staff to comply with the requirements of the RFP.

**Offeror Response**

6. **Diversions, Replacement or Removal of Personnel.** Describe how you will meet the following requirements.

- a. **Diversion or Replacement of Key Personnel.** Once a selected Offeror assigns key personnel to a position, the selected Offeror may not divert or replace key personnel without promptly assigning a replacement acceptable to DHS. A selected Offeror must provide notice of a proposed diversion or replacement to DHS at least thirty (30) calendar days in advance and provide the name, qualifications, and background check of the person who will replace the staff. The replacement's qualifications must equal or exceed those of the designated key personnel. DHS will notify the selected Offeror within ten (10) calendar days whether the proposed replacement is approved. DHS's approval will not be unreasonably withheld. Advance notification is not required for changes in personnel due to resignation, death, disability, termination, or any other cause that is beyond the control of the selected Offeror. In these circumstances, the selected Offeror will have sixty (60) calendar days to fill the vacancy with a replacement with qualifications that equal or exceed the qualifications of key personnel vacating the position, subject to DHS's approval.
- b. **Replacement of Other Staff.** The selected Offeror(s) must maintain approved staffing levels. A replacement's qualifications must equal or exceed those of the individual vacating the position.
- c. **Removal of Staff.** DHS may request that a selected Offeror remove a person, including key personnel, from this Project at any time. When a person is removed from the Project, the selected Offeror will have sixty (60) calendar days to fill the vacancy with a person acceptable in terms of experience and skills, subject to DHS's approval.

**Offeror Response**

**B. Subcontractors:** The selected Offeror(s) is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of an agreement resulting from this RFP, subcontractors included in the selected Offeror's(s') proposal submission are deemed approved.

Provide a subcontracting plan for all subcontractors, including SDB and SB subcontractors, who will be assigned to the Project. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. Percentage of time the staff will be dedicated to this project; and
7. Geographical location of staff.

#### **Offeror Response**

**III-6. Training.** Provide a proposed training plan to meet the training requirements specified in **Part III, Section III-8.A.13**. Identify the Offeror personnel to be trained, the number to be trained, duration of the training program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and background or credentials of the instructors which demonstrate their qualification to provide the training. For each job position included in your organizational chart, specify the training that will be completed before staff are permitted to provide services under the grant and how competency will be measured. Specify the training, if any, that will be required on an ongoing basis and how you will measure and monitor ongoing staff competency.

#### **Offeror Response**

**III-7. Financial Capability.** Describe your company's financial stability and economic capability to perform the grant requirements. If your company is a publicly traded company, provide a link to your financial records on your company website in lieu of providing hardcopies.

Additionally, Offerors must provide:

- A. For the proposing entity and for each entity that owns at least five percent (5%) of the proposing entity:
  1. Audited financial statements for the three (3) most recent fiscal years for which statements are available. The statements must include a balance sheet, a statement of revenue and

expense and a statement of cash flow. Statements must include the auditor's opinion, the notes to the financial statements and management letters submitted by the auditor to the Offeror. If audited financial statements are not available, explain why and submit unaudited financial statements.

2. Unaudited financial statements for the period between the last month covered by the audited statements and the month before the proposal is submitted.
3. Documentation about available lines of credit, including maximum credit amount and amount available thirty (30) business days prior to the submission of the proposal.
4. Dun & Bradstreet comprehensive report, if available.

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

- B. The full name and address of any proposed subcontractor in which the Offeror has five percent (5%) or more ownership interest. The Offeror must provide a copy of the proposed subcontractor's Financial and Accounting Policies and Procedures.
- C. A list of any financial interests a proposed subcontractor may have in the Offeror's organization or any financial interest the Offeror's organization has in the proposed subcontractors.
- D. Information about any significant pending litigation.

### **Offeror Response**

**III-8. Work Plan.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions below as your reference point. You should include a detailed Work Plan addressing the sequencing of events and the time required to fully implement the grant. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique ("PERT") or similar type display, time-related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**A. General Tasks.** The following General Tasks should be addressed by the Offeror in its Technical Submittal.

**1. Readiness Review.** A selected Offeror will be afforded up to a six (6) month period (Readiness Review Period) to develop and ramp-up services. Describe your plan to meet the following requirements. Include a PERT or similar display, time related, showing each event.

**a. Readiness Review Process.**

- i. Immediately after the grant becomes effective, the selected Offeror(s) will begin to participate in the Readiness Review process, which will be conducted by DHS. The purpose of the Readiness Review is to document the status of the selected Offeror(s) with respect to meeting the grant requirements. The

selected Offeror(s) will not be permitted to serve IEB Consumers if it does not show acceptable evidence of readiness relative to each grant requirement.

- ii. DHS will review the selected Offeror's(s) organizational policies and procedures to confirm that they comply with all applicable state and federal laws and regulations, and the grant requirements.
- iii. The selected Offeror(s) must acquire sufficient knowledge of the OLTL Programs discussed in **Part I, Section I-3** to successfully carry out the grant requirements in an effective and timely manner.
- iv. The Offeror(s) must describe how it will coordinate and work with stakeholders involved in the enrollment process, as identified by DHS, the incumbent vendor and third party vendors, if applicable during the Readiness Review Period to perform and manage all tasks.
- v. The Offeror(s) must describe how it will achieve a smooth transition of the on-going business and operational enrollment activities currently being provided to individuals and how it will gain sufficient knowledge to understand the requirements necessary to perform all the tasks required in this RFP.
- vi. The Offeror(s) must describe its approach to knowledge transfer so that it occurs in such a manner to enable its staff to confidently assume ownership and independently manage the operational business functions and timely delivery of grant services to individuals without disruption.
- vii. The Offeror(s) must describe its approach to meeting the data transfer and interface, end-to-end testing and manual processing requirements specified in **Part III, Section III-8.A.2.c., d. and e.**

### **Offeror Response**

- b. **Readiness Review Plan.** The Offeror(s) must submit a Readiness Review Plan (not simply a statement pledging to comply). DHS may continue to develop the elements, program standards, and forms to be used for the Readiness Review process. The Offeror's(s') Readiness Review Plan must identify the dates by which each of the elements identified below will be completed. The selected Offeror(s) must complete elements necessary to perform functions related to CHC pre-transition activities no later than sixteen (16) weeks prior to the CHC Zone Start Date(s) for the Lot.

Upon Grant award, the Offeror's(s') Readiness Review Plan must be revised to include, but is not limited to, the following readiness review elements:

- i. **Staffing.** A detailed staffing plan and proposed schedule for recruitment and hiring of all staff in accordance with the grant. At a minimum, selected Offeror(s) must include staffing ratios, assumptions around call volumes, talk times, projected number of processed enrollments, methodology for staffing projections, assumptions regarding intake visit volumes, explanation of all

staffing assumptions included in the plan, staff retention policies, and a recruiting plan to hire bilingual staff, staff with disabilities, and veterans.

- ii. **Training Schedule.** A training schedule for staff, including a timeline for completion of all staff training materials in accordance with **Part III, Sections III-6 and III-8.A.13.**
- iii. **Enrollment Center Responsibilities.** The tasks and timeframe to transition the Enrollment Center responsibilities from DHS's incumbent vendor to the selected Offeror(s).
- iv. **Enrollment Responsibilities.** The tasks and timeframes for the Offeror(s) and the incumbent vendor to work cooperatively to process enrollments, disenrollments, Plan and Program Transfers, and PCP selection requests. Detail steps to transfer the enrollment files from the incumbent vendor to the Offeror(s).
- v. **Materials Development and Production.** A timeline of the expected schedule and tasks, which includes time for Departmental review and approval, for required materials. Include dates for concept development, solicitation of consumer and stakeholder comments if new materials are developed, first draft, final draft, printing and mailing.
- vi. **MIS.** The process and dates for purchase or lease, installation start and end testing and operational readiness so that your MIS is capable of performing all enrollment assistance functions and interfaces necessary for required data transfers. Provide a detailed timeline for testing the system with DHS.
- vii. **Telephone Hardware Installation.** The process and dates for purchase or lease, installation start and end, testing and operational readiness so that your telephone system is capable of performing all enrollment assistance functions. Provide a detailed timeline for testing the system with DHS.
- viii. **Enrollment Assistance Internet Website.** The process and end dates for testing and operational readiness to have all enrollment assistance content available and to ensure on-line capabilities and functionality to complete program and plan enrollments, program and plan transfers, and PCP selection.
- ix. **Remote Phone Monitoring.** Tasks and timeframes for installation and timeframes for training Department staff on the remote phone monitoring system.
- x. **Master APD.** A detailed timeline to test: 1) the transfer of APDs from CHC-MCOs; and 2) the capability to upload the Master APD into the MIS and Enrollment Assistance Internet Website.
- xi. **Implementation Quality Management.** A description of your approach to ensure quality management of the implementation phase, including processes,

procedures, assessments and accountability controls and quality management reports to DHS.

### **Offeror Response**

- c. Implementation Progress.** During the Readiness Review Period, the selected Offeror(s) must provide progress assessments and status updates. The selected Offeror(s) will have regular status meetings with DHS's Readiness Review Team. The selected Offeror(s) must coordinate with DHS regarding implementation tasks, prioritization of issues or conflicting activities interfering with maintaining business operations.
- d. Implementation Results.** The selected Offeror(s) must prepare and submit a Readiness Review and Implementation Results Report to DHS by a date designated by DHS. The selected Offeror(s) will document the completion of transition activities, and will provide the status of each high-level task and activity that took place during the Readiness Review Period. The selected Offeror(s) will highlight how each of the objectives stated in the Implementation Plan has been achieved and the resolution of issues identified and prioritized during the turnover process from the incumbent vendor.

## **2. Management Information System ("MIS").**

- a. MIS Design.** The selected Offeror(s) must establish and maintain a MIS that complies with all applicable information technology standards, as defined in DHS's Business and Technical Standards and SeGovernment Data Exchange Standards and that is capable of performing the functions specified in the grant. The selected Offeror's(s') MIS must be compatible with the DHS's MIS.

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

- i.** A systems diagram that describes each component of the MIS and all other systems that interface with or support it;
- ii.** How each component will support the major functional areas including but not limited to: inquiries, referrals, Applications, enrollment assistance and choice counseling, including enrollments, disenrollments, program and plan selections and Plan and Program Transfers, PCP selections and changes;
- iii.** How each component will interface and be compatible with the DHS assessment software utility, the CHC-MCOs and LIFE programs operating in the Lot, and the IAE; and a description of the connectivity structure and transferring of files between each of the entities; and,
- iv.** How each LTSS Application and enrollment will be tracked from the initiation of contact by an IEB Consumer, including all activity on each Application and enrollment.

### **Offeror Response**

**b. MIS Required Functions.** Describe how the Offeror's MIS will meet the requirements set forth below.

**i.** The selected Offeror's(s') MIS must have the capability to:

- (I) Access DHS's systems as required to perform responsibilities under the grant.
- (II) Accept, create and process the data file transfers specified in **Part III, Section III-8.A.2.c** below.
- (III) Use DHS's Dating Rules logic, which must be embedded into the selected Offeror's(s') system logic, to determine the effective dates for Participants' program and CHC-MCO enrollment and Plan Transfers and Program Transfers.

Refer to **Appendix G** for additional information about DHS's current Dating Rules logic. DHS may issue updates to its Dating Rules logic by operations memorandum. The selected Offeror(s) must update its system logic as appropriate.

- (IV) Produce enrollment and disenrollment files in the format and layout determined by DHS.
- (V) Support interactive functions and screens for the selected Offeror's(s') staff to use in providing choice counseling to IEB Consumers specific to the programs for which those individuals may be eligible.
- (VI) Be modified to comply with changes DHS makes to its system.

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

- (VII) Capture data sufficient for all reporting requirements, produce required reports, including returned mail reports and provide other management reports on an ad hoc basis.

**ii.** The selected Offeror(s) must:

- (I) Upon DHS's request, provide DHS with the software and authorization necessary for inquiry access to all information systems used to support its IEB functions.
- (II) Provide electronic copies and two (2) hard copies of operations and training manuals to DHS.

- (III) Provide training to Department staff about the selected Offeror's(s') IEB databases and software and reporting capabilities.

Describe any modifications or updates to your MIS that will be necessary to meet the requirements of the grant, and your plan for their completion, including timeframes.

Describe the current capacity of your MIS/Application and enrollment tracking and processing. Explain your process to readily expand your MIS/Application and enrollment tracking and processing should the capacity of either be exceeded.

### **Offeror Response**

- c. **Data Transfers.** The following data transfers are necessary for the selected Offeror(s) to process OLTL Program enrollments and disenrollments, Program and Plan Transfers, CHC-MCO selections and PCP selections. The selected Offeror(s) must accept, create and process the data transfers listed below in the format and layout specified by DHS. Describe your plan for generating, utilizing, transmitting, receiving, and processing the following data transfers:
  - i. **CHC Pre-Transition File and Data Transfer.** Approximately ninety (90) calendar days prior to the CHC Zone Start Date for the Zone(s) included in a CHC Phase, the selected Offeror(s) will receive a CHC Pre-transition file from DHS. The file will include records for all Potential CHC Participants in the selected Offeror's(s') Lot with demographic information and other contact information for the Potential CHC Participants. The selected Offeror(s) will use the file to contact the Potential CHC LTSS Participants to provide them an opportunity to choose to enroll in CHC or an available LIFE Program (if eligible), and, if they choose or are required to enroll in CHC, to make an advance CHC-MCO selection prior to the CHC Zone Start Date. The selected Offeror(s) will also use the file to contact the Potential CHC NFI Dual Eligible Participants to provide them an opportunity to make an advance CHC-MCO selection prior to the CHC Zone Start Date. Refer to **Part III, Section III-8.B.2.a** for additional requirements relating to the CHC Pre-transition Period.
  - ii. **CHC Transition Advance Plan Selection File.** The selected Offeror(s) will store any Program and CHC-MCO selections made by the selected Offeror(s) or the Potential CHC Participants included in CHC Pre-transition File and submit those selections to DHS in a CHC Pre-Advance Plan Selection File in a file format and within the time frame specified by DHS. Refer to **Part III, Section III-8.B.2.a.** for additional requirements relating to the CHC Pre-transition Period.
  - iii. **Daily Eligibility File.** Beginning on a date specified by DHS, the selected Offeror(s) will receive a daily eligibility file from DHS which includes records for all newly eligible CHC and LIFE Participants and changes for current CHC and LIFE Participants in the selected Offeror(s) Lot. For CHC Participants, the selected Offeror(s) will use the auto-assignment indicator from the daily eligibility file to determine outreach, CHC-MCO selections, and the mailing of appropriate notices and packets. The selected Offeror(s) will also use the daily

file to confirm the Participant's plan or program enrollment and to update the selected Offeror(s)'s system with any Participant demographic changes and disenrollments.

The selected Offeror(s) must reconcile any CHC Participant CHC-MCO selections in the daily eligibility file that differ from the CHC Participants' advanced plan selections.

- iv. **Advance Plan Selection File.** The selected Offeror(s) will store any CHC-MCO selections made by the CHC Participants or by the selected Offeror(s) as specified in **Part III, Section III-8.B.2.c** and submit those selections to DHS in an Advance Plan Selection File in a file format and within the time frame specified by DHS.
- v. **Advance Plan Selection Results File.** DHS will transmit an Advance Plan Selection Results File to the selected Offeror(s) which contains the plan assignments for CHC Participants stored in the CIS. CHC Participants may change their CHC-MCO at any time following the Dating Rules. If a CHC Participant selects a different CHC-MCO after CIS makes the plan assignment, the selected Offeror(s) must process that plan choice and inform the CHC Participant when the change will take effect.
- vi. **Weekly Enrollment/Disenrollment File.** Once CHC is implemented, the selected Offeror(s) must create and submit an enrollment/disenrollment file to DHS each week that contains records with Participants' CHC-MCO and LIFE selections, Program Transfers and Plan Transfers, alerts, and PCP selections. In addition, the selected Offeror(s) must include the following information that is not shown on CIS: deceased individuals, and returned mail. The selected Offeror(s) must submit the enrollment/disenrollment file on a weekly basis; however, DHS may require selected Offeror(s) to submit the file on a more frequent basis. The selected Offeror(s) must submit the weekly enrollment/disenrollment file with accurate enrollment records/disenrollment records/alerts using valid reason codes provided by DHS.
- vii. **Weekly Enrollment/Disenrollment Reconciliation File.** Once CHC is implemented, the selected Offeror(s) will receive and must process a weekly enrollment/disenrollment reconciliation file, which will be provided by DHS indicating the disposition of each record (accepted, rejected, or other) based on pre-determined edits.
- viii. **COMPASS Application File.** Beginning on a date specified by DHS, the selected Offeror(s) will receive a daily XML COMPASS Application File from DHS containing all LTSS Applications filed through COMPASS by LTSS Applicants. The XML file will include LTSS Applications which the selected Offeror(s) directly entered into COMPASS. The selected Offeror(s) must identify new LTSS Applications contained in the file (i.e., those Applications not entered by the selected Offeror(s)), and initiate the intake process for those LTSS Applications as specified in **Part III, Section III-8.C.2.**

- ix. **1768 Web Service.** Beginning on a date specified by DHS, the selected Offeror(s) must maintain a web service with call-back functionality to submit 1768 data to DHS on a continuous basis that contains records identifying the status of LTSS Applicants' eligibility for LTSS. The 1768 form identifying the required data is available at <http://www.dhs.pa.gov/publications/findaform/index.htm>.
- x. **PA 162 Commit File.** Beginning on a date specified by DHS, the selected Offeror(s) must receive and process a daily PA 162 Commit file provided by DHS which identifies LTSS Applicants who were determined financially ineligible for LTSS. The selected Offeror(s) will use the file for the purposes specified in **Part III, Section III-8.C.3.e and f.**
- xi. **Master APD.** The selected Offeror(s) will receive an APD file from each CHC-MCO operating in the Lot at least on a weekly basis. The CHC-MCO's APD file will be a complete snapshot of the current provider directory for each CHC Zone, including any updated and new information. The selected Offeror(s) must use the APDs received from all CHC-MCOs, and the APD file layout set forth on the CHC intranet website to establish, and update weekly, one master electronic APD (Master APD).

The selected Offeror(s) must be able to capture the NPI on its Master APD and to consolidate and format information in the APD files sent to it by the CHC-MCOs. In addition, the selected Offeror(s) must accurately consolidate the lists of providers so that information for each unique provider is inclusive of all provider data.

The selected Offeror(s) must update its Master APD file layout, as necessary, when DHS modifies the APD File Layout. The selected Offeror(s) must upload the Master APD into the MIS and publish it on the IEB Website to allow search capabilities consistent with the manner in which the selected Offeror's(s') staff use this data to assist individuals. The selected Offeror(s) must provide an updated electronic Master APD to DHS upon request.

After processing the APD from a CHC-MCO, the selected Offeror(s) must return a response file to the CHC-MCO.

Describe your approach and methodology to coordinate with the CHC-MCOs to collect and transmit APD data. Describe how you will utilize the information to fulfill enrollment activities. Describe the steps you will take to verify that the provider information received is complete and accurate, and that PCPs participating across multiple health plans are documented correctly in your Master APD. Describe how you will develop and implement a user-friendly web-based provider directory on the IEB Website.

**Offeror Response**

- d. **End-to-End Testing.** The selected Offeror(s) must conduct successful end-to-end testing with DHS prior to implementing the data transfers and interfaces specified in

**Part III, Section III-8.A.2.b and c** above. The testing must validate the ability of the selected Offeror(s) and DHS to systematically generate and process test data/files in the agreed upon data format. The selected Offeror(s) must communicate and cooperate with DHS in the following activities:

**i. General Cadence:**

- Actively participate in the weekly IT meetings with DHS for the duration of the design, development and implementation process.
- Provide the required technical details for the selected Offeror(s) system interfaces to DHS in timely fashion to allow the DHS to complete development and prepare for System Acceptance Testing (“SAT”).

**ii. End to End Testing:**

- Review and discuss the selected Offeror’s(s’) planned System Development Life Cycle with a view of developing a combined test strategy and execution plan with DHS.
- Collaborate with DHS to develop an acceptable ‘success criteria’ to validate the selected Offeror(s) related test results.
- Participate in connectivity testing prior to start of end-to-end SAT testing.
- Participate in at least three (3) cycles of SAT testing over no less than a 4 week period. The average duration of each cycle is four to five (4-5) calendar days.
- Participate in between three (3) and six (6) cycles, to be determined by DHS as testing progresses, over no more than six (6) weeks.
- Participate in weekly system acceptance testing/user acceptance testing defect triage calls and actively address defects in collaboration with DHS.
- Provide a confirmation after successful end-to-end validation with DHS.

**Offeror Response**

**e. Manual Processing.** In the event the selected Offeror(s) is unable to successfully design, test, and implement the required interfaces required under **Part III, Section III-8.A.2.b and c** above by the software release date specified by DHS, the selected Offeror(s) must:

- i.** Electronically receive and manually process the files from DHS; and
- ii.** Create files in the format required by DHS so that DHS will be able to consume the data as its system is designed. The mechanism through which these manual

files must be transmitted to DHS will be defined by DHS in collaboration with the selected Offeror(s).

Describe your plan to manually process files if you are unable implement the interfaces required under **Part III, Section III-8.A.2.b.** and c above.

**Offeror Response**

- f. **Data Warehouse.** The selected Offeror(s) must have a data file storage area designated to house all required data files. The selected Offeror(s) must extract and provide all data associated with eligibility and enrollment services weekly to DHS Bureau of Information Services personnel who will move this data into DHS Data Warehouse. This includes any and all data that is associated with the Application process and information which will allow DHS analytical personnel to validate the following items:
- i. All reports identified in the reporting requirements in **Part III, Section III-11.**
  - ii. All metrics associated with meeting the Service Level Agreements specified in **Part III, Section III-10.**
  - iii. All metrics associated with the fulfilment of the requirements set forth in the grant.

Describe your data storage repository and your ability to house all data necessary to provide the required and ad hoc reports.

**Offeror Response**

- g. **Testing Environment.** The selected Offeror(s) must have a testing environment designated for DHS to use in the development and support of the Project.

**Offeror Response**

- h. **Security Measures.** The selected Offeror(s) must have a system that has security measures in place to prevent the unauthorized use of, or access to, data.

Describe your system security measures and how they will ensure the confidentiality of all information, and prevent the unauthorized use of or access to data.

**Offeror Response**

- i. **Resolution of MIS Problems.** The selected Offeror(s) must have a MIS that is operational when required and must resolve systems problems when they occur. The selected Offeror(s) must have a designated contact person and a designated backup person who is on call to DHS, able to respond to DHS within one (1) hour of a telephone call, and has the authority to make necessary decisions to resolve problems.

Describe your process for resolving MIS problems.

## **Offeror Response**

**3. Communications Requirements.** Describe how you will meet the following communications requirements.

**a. Limited English Proficiency (“LEP”) Requirements.**

- i.** The selected Offeror(s) must identify IEB Consumers who speak or read a language other than English as their first language and must communicate using the spoken and written language preferences identified by those IEB Consumers. The selected Offeror(s) must provide, at no cost to IEB Consumers, oral interpretation services in their requested language or sign language interpreter services to meet the needs of IEB Consumers. The selected Offeror(s) must provide oral interpretation services in all languages requested by IEB Consumers.

Describe how you will identify individuals with LEP and how you will communicate with and provide interpretation services to individuals with LEP in their requested language.

- ii.** The selected Offeror(s) must have a sufficient number of staff who are bilingual in English and Spanish to interact with IEB Consumers.

Describe your plan to recruit and employ bilingual staff in filling job positions that interact with IEB Consumers.

- iii.** At a minimum, the selected Offeror(s) must translate all Vital Documents into Spanish or one of the other five (5) most prevalent languages in Pennsylvania, as designated by DHS, if a translated document is requested by an IEB Consumer with LEP.

- iv.** The selected Offeror(s) must include a notice of nondiscrimination approved by the Department and communication taglines in all large significant publications and large significant communications targeted to IEB Consumers, and members of the public. The selected Offeror(s) must print large significant publication and communication taglines in a conspicuously-visible font size (font size no smaller than 12 point) in the fifteen (15) prevalent languages, as designated by the Department.

Large significant publications and communications include, but are not limited to:

- Vital Documents
- Outreach publications (larger than one page, front and back)
- Other documents designated by DHS.

- v.** The selected Offeror(s) must include a statement of nondiscrimination approved by the Department and at least two (2) communication taglines on small

significant publications and small significant communications targeted to IEB Consumers and members of the public. The selected Offeror(s) must print small significant publication/communication taglines in a conspicuously-visible font size (font size no smaller than 12 point) in Spanish and in a second non-English prevalent language that suits the area or community to which the materials are being sent.

Small significant publications and communications include, but are not limited to:

- Brochures
  - Postcards
  - Targeted fliers
  - Small posters
  - Information communicated through social media platforms (i.e. Facebook, Twitter, texting, etc.)
- vi. The selected Offeror(s) must post a notice of nondiscrimination approved by the Department and communications taglines on the selected Offeror's(s') IEB Website and in any physical location where the selected Offeror(s) interact with IEB Consumers or the public in providing services for this Project. The selected Offeror(s) must print the notice and communication taglines in a conspicuously-visible font size (font size no smaller than 12 point) in the fifteen (15) prevalent languages as designated by the Department.

### ***Offeror Response***

#### **b. Alternate Format Requirements.**

- i. The selected Offeror(s) must provide alternative methods of communication for IEB Consumers who have neurocognitive impairments or who are visually or hearing impaired or both. Alternative methods of communication include, but are not limited to, Braille, audio tapes, large print, compact disc, DVD, computer diskette, special support services, and electronic communication. Upon request, the selected Offeror(s) must make all disseminated written materials accessible to visually impaired individuals and must provide TTY or Pennsylvania Telecommunication Relay Service for communicating with IEB Consumers who are deaf or hearing impaired.
- ii. The selected Offeror(s) must include appropriate instructions in all materials and on the IEB Website advising individuals how to access or receive assistance to access materials in an alternate format.

Provide a copy of the instructions you propose to use to inform individuals how to access materials in alternate formats.

## **Offeror Response**

- 4. Enrollment Center Operations.** The selected Offeror(s) must establish and maintain an Enrollment Center. Describe your proposed strategy to operate your Enrollment Center in accordance with the requirements set forth below. Identify the resources you have readily available and what you will need to acquire to meet these requirements.
- a. Location.** The selected Offeror(s) must establish and maintain an Enrollment Center located within a fifteen (15) mile radius of the City of Harrisburg, Pennsylvania.
- b. Department Monitoring**
- i.** The selected Offeror(s) must provide dedicated workspace for Department use with the following minimum equipment: one (1) desk and one (1) chair; one (1) working speaker phone; and one (1) personal computer with access to a printer, the Internet and applicable data and software, including sufficient hardware and software to monitor Enrollment Center staff.
  - ii.** At the request of DHS, the selected Offeror(s) must provide a furnished conference room or private office space with a lockable door sufficient to accommodate up to five (5) Department staff. The space must have a working speaker phone, access to a printer and the internet.
- c. Enrollment Hotline and Contact Information.** The selected Offeror(s) must maintain a toll-free telephone number (Enrollment Hotline), post office box address and secure email address to receive contacts, inquiries and referrals from IEB Consumers, referral sources, and other entities and individuals.
- d. Staff Functions and General Responsibilities.** The selected Offeror(s) must staff, organize and manage the Enrollment Center so that it is capable of performing all functions identified in the RFP, including the tasks specific to CHC and the tasks specific to LTSS set forth in **Part III, Section III-8.B and C**. In performing their responsibilities, Enrollment Center staff who have contact with IEB Consumers must, at a minimum:
- i.** Be familiar with the BH-MCOs and, when appropriate or requested, provide IEB Consumers with contact information for referrals for behavioral health services.
  - ii.** Be familiar with the PH-MCOs.
  - iii.** Be familiar with APPRISE and, when appropriate or requested, provide IEB Consumers with contact information for APPRISE, if they require help with Medicare.
  - iv.** Be familiar with the PA Link and PCC role associated with the PA Link and, when appropriate or requested, provide IEB Consumers with contact information for the regional PA Link, if they require help with completing the LTSS Application or the LTSS Application process.

- v. Understand and be able to explain to IEB Consumers, who are Dual Eligible, the interaction of their Medicare plan and coverage with CHC.
  - vi. Understand and be able to explain procedures connected to utilizing consumer direction under the PCSP.
  - vii. Maintain an effective working relationship with IEB Consumers, referral sources, DHS and other stakeholders involved in the enrollment and eligibility process and choice counseling.
  - viii. Understand the importance of scripts, and use scripts developed or approved by DHS to provide IEB Consumers with information and education.
  - ix. Exercise sound judgment in differing circumstances. Staff must be well trained to respond appropriately to multiple types of inquiries, know when to seek supervision, respond to a caller in a manner that addresses the caller's concerns even if the requested information may not be immediately available and must be trained to escalate calls to supervisors when they are not able to fully resolve callers' issues.
  - x. Communicate clearly, act in a responsible and professional manner, and provide accurate and complete information to IEB Consumers and their authorized representatives and contacts.
  - xi. Understand the importance of IEB Consumers exercising their right to choose.
  - xii. Understand, in providing choice counseling, the prohibition against making recommendations for or against enrollment into a specific CHC-MCO or LIFE program or receiving services from a specific LTSS provider.
- e. **Enrollment Center Procedures.** The selected Offeror(s) must develop and implement enrollment procedures for Enrollment Center staff to use in performing their job responsibilities. These procedures must receive written approval by DHS prior to being used by staff.
- f. **Contingency Staffing Plan.** The selected Offeror(s) must develop a contingency plan for hiring Enrollment Center staff to address overflow calls and for handling sudden and unexpected increases in enrollment, Program and Plan Transfers, increased call volumes, program changes and CHC-MCO and PCP selections. The selected Offeror(s) must address coverage during times when additional staff training may be needed or when situations arise such as staff illnesses and vacations. If DHS changes its current MA Program or implements new MA programs, the selected Offeror(s) must analyze staffing needs, and modify the number of required staff, as needed. The selected Offeror(s) must review its contingency plan each grant renewal term, or as directed by DHS, and submit modifications to DHS for approval prior to use.

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

**g. Hours of Operation.** The selected Offeror's(s') Enrollment Center must be operational from at least 8:00 a.m. to 6:00 p.m. EST, on business days. DHS may require expanded week day hours and Saturday operating hours if DHS determines a need due to increased demand. The selected Offeror(s) may not use electronic call answering methods as a substitute for staff persons to perform services during operational hours.

**h. Telephone System and Requirements.**

- i.** The selected Offeror(s) must have a telephone system with the telecommunication capabilities specified in **Part III, Section III-8.A.6** as part of its operation of the Enrollment Center. The selected Offeror's(s') telephone system must have the capability to record all incoming and outgoing calls, and the staff or automated message will state to callers that calls will be recorded. The selected Offeror's(s') Caller ID and all electronic and automated messages used in the system must be prior approved by DHS.
- ii.** The selected Offeror(s) must store all recorded incoming and outgoing calls for a minimum of thirty (30) calendar days from the date of the call for DHS's retrieval. The selected Offeror(s) must archive all calls for the record retention period specified in **Part III, Section III-1.F**. The selected Offeror(s) must provide DHS with any recorded call that is requested by DHS within three (3) calendar days of the request.
- iii.** The selected Offeror(s) must collect, document and store detailed information on all IEB Consumer calls, including whether the caller has LEP, other communication needs, immediate service needs or unmet needs. Describe the system the Offeror will use to store this information, including LEP, communications needs and needs status.
- iv.** The selected Offeror(s) must maintain electronic call answering methods for the Enrollment Hotline that provide information to and receive messages from callers during hours when the Enrollment Center is not staffed. The selected Offeror's(s') electronic call answering methods must allow callers to leave messages in any language and provide "meaningful access" to IEB services for IEB Consumers with LEP. The selected Offeror's(s') staff must return all after-hours calls the next business day in the caller's choice of language, and provide oral interpretation services, or alternative formats as requested.
- v.** The selected Offeror(s) must use electronic call answering methods that provide electronic messages in English and Spanish, and that refer callers to the IEB Website. The selected Offeror(s) must use a call answering system that provides general information about the IEB and the OLTL Programs, and gives the caller the options to hear the recording in English or Spanish.
- vi.** The selected Offeror(s) must have staff and not an automated attendant re-engage calls placed on hold in less than two (2) minutes.

- i. Warm Transfers.** The selected Offeror's(s') Enrollment Center must have the ability to complete warm transfers of Participants to CHC-MCOs, LIFE programs and warm transfers of LTSS Applicants to other service providers or entities, as specified by DHS.
- j. Intercounty Transfers.** The selected Offeror's(s') Enrollment Center will be responsible for handling transfers of Participants who move from one county to another. In such cases, the selected Offeror(s) must coordinate with DHS, the CAOs, the IAE, other IEB, if any, and the OLTL Programs involved.
- k. Remote Phone Monitoring.** The selected Offeror(s) must set up a remote telephone monitoring system for at least five (5) Department staff and provide training on that monitoring system. The system must enable DHS to use a personal computer to monitor Enrollment Center calls in real time and to identify the number of Enrollment Center staff answering calls and their identifying information. The selected Offeror(s) must facilitate bi-annual calibration sessions with DHS.
- l. Consumer Input and Feedback.** The selected Offeror(s) must solicit input and feedback from IEB Consumers and other stakeholders about its Project and the OLTL Programs. The selected Offeror(s) must provide an opportunity for every IEB Consumer who has contact with the Enrollment Center to provide feedback on his or her experience with the Enrollment Center. The selected Offeror(s) must report to DHS on a monthly basis regarding the feedback provided by the IEB Consumers.

In addition, the selected Offeror(s) must solicit IEB Consumer participation in a quarterly individual satisfaction survey approved by DHS, which, at a minimum, allows IEB Consumers to provide feedback on their overall experience with the IEB, and the eligibility and enrollment process. The selected Offeror(s) must report the results from this survey to DHS on a quarterly basis. DHS must approve any sampling methodology used to report the results, including, but not limited to, the frequency and sample size.

Describe how you will provide IEB Consumers an opportunity to provide feedback on the Enrollment Center. Provide a sample of the survey you will use to obtain IEB consumer input and feedback. Explain how you will encourage and use consumer comments and input to adopt quality improvements to your Project.

- m. Daily Mail and Referrals.** The Enrollment Center must perform the following functions each business day: send and receive mail and email, date-stamp all IEB-related mail on the date received, and process all hard copy mail, email and IEB Website referrals.

### ***Offeror Response***

- 5. Regional Presence and Office Requirements.** The selected Offeror(s) must maintain a physical presence in each Zone. If the selected Offeror(s) establishes offices to meet this requirement, those offices must be accessible and meet ADA standards. The physical site of the selected Offeror(s)'s administrative functions, all satellite offices, and any worksites used to provide services under the grant cannot be co-located with any existing MA or OLTL provider.

Describe your plan to maintain a physical presence in your proposed Lot.

**Offeror Response**

- 6. Telecommunications Capabilities.** Describe your plan to establish and maintain sufficient telecommunications capabilities to meet the following requirements:
- a. The selected Offeror's(s') telecommunication capabilities must include:
    - i. All telephone services.
    - ii. The selected Offeror's(s') automated data files.
    - iii. An Interactive Voice Response ("IVR") system. Provide a schematic of your proposed IVR system.
    - iv. An automatic call distribution ("ACD") system. Provide a schematic of your proposed ACD system.
    - v. TTY or Pennsylvania Telecommunication Relay Service, or both, for communication with individuals who are deaf or hearing impaired. Identify which communication methods you will use.
  - b. The selected Offeror(s) must immediately report all interruptions in any telecommunication services to DHS.

**Offeror Response**

- 7. Outreach and Coordination.** Describe how you will perform the following outreach and coordination activities::
- a. **CAOs.** The selected Offeror(s) must establish and maintain working relationships with all CAOs and CAO District Offices that process LTSS Applications for the Lot. As requested by DHS, the selected Offeror(s) will make presentations at CAOs and District Offices to address enrollment issues and provide education to MA Consumers and to address the training needs of the CAO staff on enrollment issues. In addition, the selected Offeror(s) will coordinate with the CAOs to integrate enrollment capability into the established set up at each CAO and CAO District Office. A listing of CAOs and District Offices is available at: <http://www.dhs.pa.gov/citizens/findfacilsandlocs/countyassistanceofficecontactinformation/>.

Describe your approach to develop and maintain working relationships with CAOs and District Offices. Specify how you propose to coordinate and cooperate with the CAOs and District Offices in exchanging required information and resolving MIS and other issues, including concerns identified by the MAAC or other entities. Describe what steps, if any, you plan to take to communicate and coordinate with the CAOs and District Offices in expediting financial eligibility determinations for LTSS Applicants receiving services from your Special Needs Unit.

- b. IAE.** The selected Offeror(s) must establish and maintain a working relationship with the IAE. The IAE is responsible for completing a Level of Care Determination for each LTSS Applicant. The selected Offeror(s) must have an effective interface with the IAE and written policies and procedures for coordination with the IAE. The policies and procedures must , at a minimum, include:
- i.** A process for submitting requests to the IAE to conduct Level of Care Determinations.
  - ii.** A process to follow-up with the IAE when a Level of Care Determination is not completed and received by the IEB within the required timeframes.
  - iii.** A process for timely retrieval and processing of completed Level of Care Determinations to provide for a timely and efficient enrollment process.

Describe your approach to develop and maintain an effective working relationship with the IAE, including how you propose to track, manage and coordinate Level of Care Determinations. Describe what steps, if any, you plan to take to communicate and coordinate with the IAE in expediting Level of Care Determinations for LTSS Applicants receiving services from your Special Needs Unit.

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

Describe your approach to develop and maintain working relationships with AAAs, including coordinating enrollment activities for individuals enrolled in AAA-administered programs and referrals of ineligible Applicants to AAAs.

- d. Community Outreach and Education.** At DHS's request, the selected Offeror(s) must conduct presentations and accept LTSS Applications and Program and CHC-MCO enrollments at various locations and designate staff to serve as links between the selected Offeror(s) and IEB Consumers and various community-based organizations and other group as identified by DHS. In addition, the selected Offeror(s) may engage in outreach and education activities with community groups and at locations which are identified by the selected Offeror(s) and approved in advance by DHS. In developing community outreach and education activities, the selected Offeror(s) must be aware of the MA Consumer and advocacy community and their expectations for the IEB. The selected Offeror(s) must be proactive and establish partnerships with the leaders of community-based organizations, and advocacy, disability and service groups so that it reaches a wide and diverse range of individuals.

The selected Offeror(s) must make a minimum of twelve (12) presentations each year.

Describe how you will manage Community Outreach and Education, including the type and the number of presentations you propose to make and the target audience for each presentation.

- e. **CHC-MCOs.** The selected Offeror(s) must meet with each CHC-MCO in the selected Offeror(s) Zone(s) to obtain information about the CHC-MCO and its networks, and to provide the CHC-MCO an overview of its services. The selected Offeror(s) must attend and participate in ad hoc meetings with CHC-MCOs upon DHS's request. The selected Offeror(s) must coordinate all meetings with CHC-MCOs through DHS. The selected Offeror(s) must keep DHS apprised of all issues and outcomes of the meetings.

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

- i. A process for handling MIS issues, including updates to systems procedures.
- ii. A process for coordinating CHC Participant eligibility with the CHC-MCOs.
- iii. A process for coordinating PCP selections.
- iv. A process for the transmission and acceptance of the CHC-MCOs' APD.
- v. Resolution of concerns as identified by the MAAC or its subcommittees, BH-MCOs monitoring and quality assurance committees, and advisory groups.

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

- f. **LIFE Programs.** The selected Offeror(s) must meet with LIFE programs operating in the selected Offeror(s)'s Lot to obtain information about LIFE and their networks, and to provide an overview of its IEB services. The selected Offeror(s) must attend and participate in ad hoc meetings with LIFE programs upon DHS's request. The selected Offeror(s) must coordinate all meetings with LIFE programs through DHS. The selected Offeror(s) must keep DHS apprised of all issues and outcomes of the meetings.

The selected Offeror(s) must have written policies and procedures, approved by DHS, to provide for an effective communication and coordination with LIFE programs. These policies and procedures must, at a minimum, include:

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

- ii. A process for coordinating LTSS Applicant eligibility with the LIFE programs.
- iii. Resolution of concerns as identified by the MAAC or its subcommittees, BH-MCOs monitoring and quality assurance committees, and advisory groups.

Describe your approach to develop and maintain an effective working relationship with the LIFE programs in your proposed Lot, including how you propose to coordinate and cooperate in exchanging information required to process LIFE enrollments, and resolving MIS and other issues relating to LIFE enrollments, including concerns identified by the MAAC or other entities. Describe what steps, if any, you plan to take to communicate and coordinate with LIFE programs regarding potential LIFE Participants who are receiving services from your Special Needs Unit.

- g. **Other IEBs.** The selected Offeror(s) must coordinate and cooperate with other IEBs providing enrollment assistance to IEB Consumers residing in other Lots. The selected Offeror(s) must have a process to refer contacts, calls, and inquiries, including web inquiries, from IEB Consumers and other individuals to the responsible IEB within three (3) calendar days, and to facilitate transfers between Lots with the responsible IEB. In addition, the selected Offeror(s) must have a process for coordinating with the responsible IEB to process enrollments into LIFE programs that serve Participants residing in a different Lot.

Describe how you will coordinate and cooperate with IEBs operating in different Lots, including how you will handle comments, questions, complaints or enrollment information submitted to your IEB Website, which should be handled by another IEB.

### **Offeror Response**

- 8. **Communication and Coordination with DHS.** The selected Offeror(s) must hold status meetings with Department staff at least bi-weekly, or more often as directed by DHS, to discuss issues such as program policies, updates on ongoing projects, consideration of new projects, resolutions of challenges and the progress on work plans and action plans. The selected Offeror(s) must develop the agenda and provide the agenda to DHS at least two (2) calendar days prior to each meeting for DHS review and approval.

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

The selected Offeror(s) must partner with DHS as necessary to conduct training for community organizations and other agencies.

- 9. **IEB Enrollment Assistance Website.** Describe your plan to host, maintain and update an IEB website (“IEB Website”) that complies with all of the following:
  - a. The IEB Website must meet all Department requirements for information systems and webpage development. The IEB Website must meet the Commonwealth Office of Administration and Information Technology policy standards, including those for website compatibility for accessibility software under ITP ACC001- Accessibility

Policy which are available  
at [http://www.oa.pa.gov/Policies/Documents/itp\\_acc001.pdf](http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf)

- b. Selected Offeror(s) must submit all materials to DHS for prior review and approval before they are posted to the IEB website.
- c. Selected Offeror's(s') IEB Consumer web pages and posted brochures must be available in English and Spanish, easily understood and written at no higher than a sixth grade reading level.
- d. The selected Offeror(s) must review the IEB Website and provide recommended changes to the website to DHS for prior approval at least quarterly. The selected Offeror(s) must make changes to the website due to information changes for CHC, LIFE or the OLTL HCBS Programs.
- e. At a minimum, the IEB Website must include:
  - i. "What's New" items.
  - ii. Frequently asked questions and answers.
  - iii. How to contact the IEB, including the Enrollment Hotline number and e-mail address.
  - iv. Link to COMPASS.
  - v. Link to the DHS website.
  - vi. The DHS Participant Hotline telephone number.
  - vii. Link to the MAAC home page.
  - viii. Meaningful access in compliance with **Part III, Section III-8.A.3.a** relating to LEP requirements and **III-8.A.3.b** relating to Alternate Format requirements.
  - ix. Information on the available OLTL HCBS Programs operating in each Zone in the Lot, including services available, models of service and eligibility criteria.
  - x. Information about the PA Link and APPRISE Programs, including a description of and contact information for each program.
  - xi. Information about LIFE, including a description of the application process, a list and map of counties in which LIFE programs are available and links to LIFE programs' websites.
  - xii. Links to the CMS and DOH Nursing Home Compare websites.
  - xiii. The LTSS Application Packet

- xiv.** Capability for individuals to submit comments and questions. The selected Offeror(s) must respond to all questions and comments related to the IEB and refer other questions to DHS or other entities as appropriate within three (3) calendar days of receipt.
- xv.** At least ninety (90) calendar days prior to the CHC Zone Start Date, the following additional information and capability:
  - (I) Information and graphics to encourage MCO enrollment and PCP selection.
  - (II) List of CHC-MCOs with map of counties for the CHC Zone.
  - (III) Comparison chart of CHC-MCOs provided by DHS.
  - (IV) List of CHC-MCO participating hospitals in the CHC Zone with map of showing hospitals' locations.
  - (V) Links to CHC-MCO's websites.
  - (VI) The Master APD.
  - (VII) Capability to provide travel directions from user input of address to any Provider listed in the Master APD.
  - (VIII) Interactive functionality that facilitates a Participant's ability to: securely select a CHC-MCO and PCP and submit CHC-MCO and PCP changes; and query for information, including provider directory, and programs for which the Participant is eligible.
  - (IX) The CHC pre-enrollment and post-enrollment packets.
- f.** Provide a mock layout for your IEB Website, which includes:
  - i.** The type of approved web accessibility software used (i.e. Bobby approved or comparable);
  - ii.** Any other information that will be available on the website in addition to DHS mandated information;
  - iii.** Languages that will be supported on the website;
  - iv.** The sequence, availability, and types of hyperlinks to additional information and web pages;
  - v.** Frequency of regular updates to the website;
  - vi.** The search capabilities available;
  - vii.** User-friendly provider directories;

viii. The interactive functionality specified above.

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

### **Offeror Response**

**10. Materials Development, Production, Mailings.** The selected Offeror(s) must produce, print, maintain and disseminate materials as required by DHS.

- a. The selected Offeror(s) must develop and maintain written, audio and visual materials as required under this grant, and must develop new or modify existing materials to meet the objectives of the Project. All materials must be accurate and not mislead, confuse or defraud IEB Consumers or DHS.
- b. At DHS's request, the selected Offeror(s) must maintain, develop and produce specific materials for mailings to IEB Consumers. The Offeror must keep the mailings simple, informative and comprehensive. The selected Offeror(s) may suggest new and revised mailing materials; however, any material must receive advanced written DHS approval prior to its use.
- c. Unless otherwise specified, the selected Offeror(s) must design, develop, print and distribute all materials required under the grant, including any materials that will be sent to or used in providing services to IEB Consumers, as described below. IEB Consumer materials include, but are not limited to: notices and letters, brochures, CHC pre-enrollment and post-enrollment packets, and LTSS Application packet. The selected Offeror(s) must:
  - i. Prepare and submit draft materials to DHS for advance written approval and revise the draft materials as necessary to respond to DHS's comments within five (5) calendar days.
  - ii. Review and provide recommendations for updates to DHS and make any approved updates to materials as directed by DHS.
  - iii. Comply with Communications Requirements relating to LEP and Alternate Formats set forth in **Part III, Section III-8.A.3** Communications Requirements.
  - iv. Use qualified professionals to translate materials into prevalent languages, as determined by DHS.
  - v. Use materials that are culturally sensitive, easily understood and written with a text no higher than a sixth-grade reading level.
  - vi. Supply reading level statistics with materials and revisions submitted for Department approval, and provide an explanation in the event that the materials do not meet the sixth-grade reading level requirements. DHS will either approve or disapprove the submitted materials within a reasonable time.

- d. All developed materials must meet the following requirements:
- i. Comply with the ADA, which requires the availability of appropriate alternative methods of communication for individuals who are visually or hearing impaired.
  - ii. Comply with the Communications Requirements specified in **Part III, Section III-8.A.3.**
  - iii. Use offset lithography or an equivalent method to reproduce materials.
  - iv. Not be photocopied unless photocopying is prior approved by DHS. The reproduction must be clear and easily readable.
  - v. Use graphics and limited color when developing any materials, as requested by DHS.
  - vi. Be free of errors, and have the look of the finished document when submitted to DHS.

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

### ***Offeror Response***

- 11. Scripts.** The selected Offeror(s) must maintain, develop and revise appropriate scripts for use by IEB staff when communicating with IEB Consumers, their authorized representatives and designated contacts, other stakeholders and the public.

The selected Offeror(s) must identify and submit for prior Department approval, a list of elements to include in scripts, and must incorporate elements required by DHS. The selected Offeror(s) must include in the Enrollment Center scripts language to inform callers that their calls will be monitored.

The selected Offeror(s) must develop and use scripts that are clear, easily understood and written using language at no higher than a sixth grade reading level. The selected Offeror(s) must submit initial and modified scripts for Department approval prior to their use. The selected Offeror(s) must review the scripts at least annually, or as directed by DHS, to determine any necessary revisions and submit to DHS any subsequent script modifications prior to their use. The selected Offeror(s) will seek consumer input in the development and revision of scripts.

- a. The types of scripts that must be developed include, but are not limited to:
- i. Phone scripts;
  - ii. Field scripts;
  - iii. Community Presentations; and

- iv. Special scripts for emergency and unusual situations, when required by DHS.
- b. The scripts must cover, at a minimum, the following:
- i. Explanation of the CHC Program and other OLTL Programs operating in the Lot.
  - ii. Explanation of the HealthChoices Behavioral Health Program and how to access the BH-MCO's Member Services department based on an MA Consumer's county of residence.
  - iii. Collection and confirmation of IEB Consumer identifying information, including a statement about confidentiality.
  - iv. Collection of IEB Consumer designated contacts who can receive information relating to the Consumer, and authorized representative(s) who can make decisions on behalf of the Consumer
  - v. Importance of CHC-MCO and PCP selections, and consequences of not making the selections.
  - vi. Factors to consider when choosing a CHC-MCO and PCP.
  - vii. Explanation of the role of the CHC-MCO PCP, and, if the IEB Consumer is Dual Eligible, an explanation that the consumer can keep his or her Medicare PCP but must still select a CHC-MCO PCP, if the Medicare PCP is not an MA Provider.
  - viii. General information about the differences between the CHC-MCOs operating in the CHC Zone (e.g., each CHC-MCO may have available different doctors/providers, additional services offered, and aligned D-SNPs).
  - ix. Instructions to guide the Enrollment Center staff to help CHC Participants determine which CHC-MCO their current doctor(s) and other providers are affiliated with, including use of the Master APD.
  - x. Language to elicit the CHC Participants' CHC-MCO and PCP choices using intelligent assignment logic as specified in **Part III, Section III-8.B.2.a.i and 2.c.**
  - xi. Information about self-referred CHC physical health services.
  - xii. Information on APPRISE as a resource for assisting CHC Participants with Medicare plan comparison and selection.
  - xiii. Information on the PCC available through the PA Link to assist Potential LTSS Applicants and LTSS Applicants with completing the LTSS Application and the LTSS Application process.
  - xiv. Explanation of the CHC-MCOs' Participant Services department.

- xv. Information about the Early and Periodic Screening, Diagnostic and Treatment (“EPSDT”) program.
- xvi. Information about MATP.
- xvii. Information regarding complaints, grievances, and DHS Fair Hearings process.
- xviii. Instructions on how to change OLTL Programs and CHC-MCOs.

Describe the proposed contents of the interactive scripts, and provide examples of scripts the Offeror uses or has used, if available. Describe how you will validate that staff members are properly using scripts.

### **Offeror Response**

**12. Complaint Process.** The selected Offeror(s) must handle and submit information regarding Complaints to DHS as follows:

- a. The selected Offeror’s(s’) staff must document and track Complaints received by the selected Offeror(s). The selected Offeror(s) must submit Complaint information to DHS in a weekly and monthly report.
- b. If an IEB Consumer or other individual complains about an IEB-related issue, the Enrollment Center staff must ask the individual if he or she is satisfied with the information given. If the individual is not satisfied, the staff will first try to resolve the individual’s concerns. If the staff are unable to resolve the individual’s concerns, the staff will refer the individual to a manager or lead staff for follow-up and resolution. The selected Offeror’s(s’) staff must make every effort to address the individual’s concerns on the same day.
- c. The selected Offeror(s) must develop, implement and maintain a Complaint tracking system to record all Complaints, including those not specific to the IEB (e.g., MA Program Complaints, specific CHC-MCO Complaints). The tracking system must include:
  - i. Date the Complaint was received.
  - ii. Caller name and relationship to IEB Consumer.
  - iii. Name of staff receiving Complaint.
  - iv. Programs involved in the Complaint (CHC, LIFE, or specific OLTL HCBS Program).
  - v. A description of the Complaint.
  - vi. Date Complaint was resolved.
  - vii. Description of the resolution.

- viii. Documentation of any referrals to managers and the outcome of the resolution process for IEB-related Complaints.
- ix. Documentation of where the staff transferred non-IEB related Complaints.

Describe the process you will use to manage and resolve IEB-related Complaints, including how Complaints will be assigned within your organization for investigation and resolution and how Complaints will be examined to determine whether they involve allegations of potential Fraud or Abuse.

### **Offeror Response**

**13. Training.** The Offeror's(s') proposed training plan under **Part III, Section III-6** should address the following requirements.

- a. **Offeror Personnel Training.** The selected Offeror(s) must provide personnel working on its Project appropriate training prior to personnel interacting with IEB Consumers.

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

Training topics must include, but are not limited to:

- i. Understanding the enrollment processes for each OLTL Program, including eligibility criteria for the Programs, and the role of choice counseling in selecting a Program and a CHC-MCO and PCP;
- ii. Cultural Competency;
- iii. Crisis management, including how to deal with emergency situations;
- iv. Customer service and communication skills, including communicating effectively and conveying information in a manner that is easily understood by diverse audiences, including individuals with disabilities, LEP, or low or no literacy skills;
- v. Overview of the OLTL Programs in the Lot, including the unique aspects of OLTL's consumer groups and the service needs associated with various types of disabilities and which waivers or programs provide services targeted to each specific type of disability or age group;
- vi. CHC Program topics, including educating Potential CHC Participants on CHC, knowing the available CHC-MCO options, educating and assisting CHC Participants in selecting a CHC- MCO and PCP that best meets their needs,

referring CHC Participants with the need for immediate services or unmet needs to their CHC-MCO, and effective CHC-MCO enrollment processing;

- vii.** LIFE Program topics, including educating potential LTSS Participants on LIFE, knowing the available LIFE program options, educating and assisting LTSS Participants who choose to enroll in LIFE to select a LIFE program that best meets their needs, referring LIFE Participants with the need for immediate services or unmet needs to their LIFE Program, and effective LIFE enrollment processing;
- viii.** Explaining behavioral health services and how to access care through the BH-MCOs and referring behavioral health situations that require attention to the appropriate BH-MCO;
- ix.** Informing MA Consumers of the availability of the MATP for transportation to medical services;
- x.** Program Transfers and Plan Transfers and dating rules;
- xi.** Person-centered service planning;
- xii.** Independent Living Philosophy;
- xiii.** Consumer Choice and Dignity of Risk;
- xiv.** Ombudsman Program;
- xv.** The Low-Income Home Energy Assistance Program, Medical Assistance for Workers with Disabilities, and PA Career Link;
- xvi.** Understanding the unique needs associated with aging, brain injury, cognitive impairment and physical disabilities;
- xvii.** Facility-Based Services, including nursing facility services;
- xviii.** Money Follows the Person (“MFP”) and Nursing Home Transition program initiatives.
- xix.** Interaction and collaboration with internal and external stakeholder groups involved in the enrollment process and service delivery including, but not necessarily limited to: AAAs, Service Coordinators (“SCs”), CAOs, nursing facility staff and Nursing Home Transition (“NHT”) Coordinators;
- xx.** Process of transferring OPTIONS Program services for consumers transitioning to a CHC-MCO or OLTL Aging Waiver program;
- xxi.** Understanding the role of the mandated reporter, as required by the Commonwealth’s Child Protective Services Law, [Older Adult Protective Services Act](#) and [Adult Protective Services Act](#);

- xxii. Use of CIS, SAMS and HCSIS;
- xxiii. Medicare and MA Programs;
- xxiv. The role of the APPRISE Program as a resource in assisting with Medicare plan selection; and
- xxv. PA Link and the PCC role associated with the PA Link.

**b. Training by DHS.** DHS will provide training sessions for the selected Offeror(s) on topics determined by DHS. DHS will specify whether certain staff are required to attend a training session. The selected Offeror(s) will require that staff attend required Department training sessions.

**14. Quality Assurance and Assessment.** The selected Offeror(s) must continually monitor and assess the quality and performance of its IEB services and the work performed by its staff and subcontractors so that services are delivered consistent with the requirements of the grant.

Describe the processes you will follow and the management controls you will use to assess and determine the quality of your work as well as your ability to meet all performance standards. Describe the processes you will follow and the management controls you will use to assess and determine the quality of the work of your subcontractors as well as their ability to meet all performance standards.

Develop and demonstrate a QMS solution in your proposal. Your QMS must determine the accessibility, availability, and quality of the IEB services. It should also address your internal monitoring and evaluate your effectiveness in meeting the grant requirements throughout the term of the grant.

The selected Offeror(s) must provide DHS with reports of its QMS monitoring and assessment activities as specified in **Part III, Section III-11.K.**

**Offeror Response**

**B. Tasks Specific to CHC.** The following identified tasks specific to CHC should be addressed by the Offeror in its Technical Submittal:

**1. CHC Enrollment Materials.** The selected Offeror(s) must develop and use materials and mailings that have been prior approved by DHS in providing choice counseling and enrollment services to CHC Participants and Potential CHC Participants and CHC-LTSS Applicants.

**a. CHC Pre-enrollment Packets.** The selected Offeror must provide a pre-enrollment packet to each CHC LTSS Applicant which includes, at a minimum, the following information:

- i. An LTSS Application Packet, as described in **Part III, Section III-8.C.2.f.**

- ii.** A CHC pre-enrollment brochure that includes at least the following information:
- An explanation of the CHC Program, the decisions that need to be made, the timeframe for making the decisions, and the consequences of not making decisions.
  - General information on the differences between the CHC-MCOs in the Zone in which the CHC Participant resides.
  - Factors the CHC Participant should consider when making an enrollment decision.
  - An explanation of the role of a CHC-MCO's Participant Services Department.
  - Information on the HealthChoices Behavioral Health program and how to get more information on and access the services provided, and the BH-MCOs available.
  - An explanation of the role of the CHC-MCO PCP.
  - An explanation of the interaction of Medicare plan and coverage with CHC, and an explanation that a Dual Eligible Participant can keep his or her Medicare PCP but must also select a CHC-MCO PCP, if the Participant's Medicare PCP is not an MA Provider.
  - Information on APPRISE.
  - Information on MATP in the county where the CHC Participant resides and non-medical transportation.
  - How to resolve a problem with the CHC-MCO, including information on the CHC Participant's right to file a complaint, grievance and request a DHS Fair Hearing.
  - How to access the IEB Enrollment Hotline and IEB Website.
  - Information on how to view and obtain a list of participating providers, by Zone.
- iii.** A comparison chart, provided by DHS, which includes specific information on each CHC-MCO in CHC by Zone.
- iv.** A standardized CHC-MCO enrollment form.
- v.** A CHC Participant Guide developed by DHS.
- vi.** Promotional information about the MAAC and its Subcommittee, including meeting times and locations.
- vii.** Co-pay charts.

**viii.** A postage paid return envelope.

**b. Post-enrollment Packets.** The selected Offeror(s) must mail a post-enrollment packet to each CHC NFI Dual Eligible Participant and CHC-LTSS Participant included in the daily eligibility file within three (3) calendar days of receiving the file from DHS.

The post- enrollment packets must include at a minimum:

- i.** A post-enrollment brochure that includes at least the following information.
  - Information on the Participant’s selected CHC-MCO’s Participant Services Department and its hotline numbers.
  - How to access the Enrollment Hotline and IEB Website for Program and Plan Transfers.
  - Information on emergency care.
  - The role of the CHC-MCO.
  - An explanation of the role of the CHC-MCO PCP, and, an explanation for dual eligible Participants, that the Participant can keep his or her Medicare PCP but must still select a CHC-MCO PCP if the Participant’s Medicare PCP is not an MA Provider.
  - Interaction of Medicare plan and coverage with CHC.
  - Information on APPRISE.
  - LTSS information, including an explanation of the LIFE Program and the LTSS available through LIFE and CHC and how the IEB will assist a CHC Participant, who has not already been determined eligible for LTSS, to apply for LTSS.
  - How to resolve a problem with the CHC-MCO, including information on the CHC Participant's right to file a complaint, grievance and request a DHS Fair Hearing.
  - Information on the Behavioral Health Services provided through the BH-MCOs, how to access these services and the BH-MCOs’ member services hotline numbers.
  - Information on the MAAC and its Subcommittees.
- ii.** A confirmation notice that contains the following information:
  - The name of the CHC-MCO in which the CHC Participant is enrolled.
  - The PCP's name and telephone number if one was selected at enrollment.
  - The effective date of enrollment.
  - That the Participant may change his or her CHC-MCO at any time by contacting the IEB.

**c. Additional CHC Notices.** The selected Offeror(s) must mail the following notices to CHC Participants, as applicable:

- i.** During the CHC pre-transition period, a reminder notice to Potential CHC LTSS Participants aged fifty-five (55) and older who have not made a program choice of CHC or LIFE. The selected Offeror(s) must send the reminder notice within thirty (30) calendar days of receiving the CHC pre-transition file from DHS.
- ii.** During the CHC pre-transition period, a reminder notice to Potential CHC Participants who have chosen or are required to enroll in CHC, but have not made an advanced CHC-MCO selection. The selected Offeror(s) must send the reminder notice within thirty (30) calendar days of receiving the CHC pre-transition file from DHS.
- iii.** A re-enrollment notice to CHC Participants who lose eligibility and regain it within six (6) months of ineligibility within five (5) calendar days of receipt of the daily eligibility file including those Participants.
- iv.** After the CHC Zone Start Date, a reminder notice to LTSS Applicants aged fifty-five (55) and older who have not made a program choice of CHC or LIFE. The selected Offeror(s) must send the reminder notice within ten (10) calendar days from the LTSS Application Date.
- v.** After the CHC Zone Start Date, a reminder notice to CHC-LTSS Applicants who have chosen or who are required to enroll in CHC, but have not made an advanced plan selection. The selected Offeror(s) must send the reminder notice within ten (10) calendar days from the LTSS Application Date.
- vi.** A notice to CHC Participants whose advance CHC-MCO selection could not be processed due to DHS's Dating Rules logic to inform them that their selection will be processed as a Plan Transfer. The selected Offeror(s) must send the notice within three (3) calendar days of the receipt of the enrollment/disenrollment reconciliation file from DHS.
- vii.** A written notice sent at least annually to all CHC Participants informing them of their right to choose an alternate CHC-MCO or if available, a LIFE program if they are eligible at any time.

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

**Offeror Response**

**2. CHC Participant Enrollments, CHC-MCO and PCP Selections.** Describe your strategy to process enrollments for the CHC program as specified below.

**a. CHC Pre-Transition Period.** The CHC pre-transition period for a CHC Zone will begin approximately sixteen (16) weeks prior to the CHC Zone Start Date. During the pre-transition period, DHS will provide the selected Offeror(s) a CHC Pre-Transition File as specified in **Part III, Section III-8.A.2.c** that includes all necessary contact information for Potential CHC Participants residing in the Lot. The Offeror should describe how the Offeror will complete all tasks required to process enrollments of the individuals included in CHC Pre-Transition File.

**i. CHC NFI Dual Eligible Participants.** During the pre-transition period, DHS will engage in activities necessary to transition Potential CHC NFI Dual Eligible Participants residing in the Zone to CHC. Among other things, DHS will send a letter notifying them that CHC is being implemented and that they may select a CHC-MCO and PCP or otherwise they will be auto-assigned to a CHC-MCO.

In addition to sending the reminder notice specified in **Part III, Section III-8.B.1.c.ii** above, the selected Offeror(s) will contact Potential CHC NFI Dual Eligible Participants during the pre-transition period to provide them an opportunity to make a CHC-MCO and PCP selection prior to the CHC Zone Start Date. The selected Offeror(s) will provide choice counseling to and respond to questions relating to the upcoming CHC transition.

The selected Offeror(s) must:

- Explain the available CHC-MCO options and provide any additional information required for the Potential CHC NFI Dual Eligible Participant to make an informed choice of a CHC-MCO before being assigned to a plan. The selected Offeror(s) must use the intelligent assignment hierarchy specified in this subsection to assist the individual in making a CHC-MCO selection.
- Assign a Potential CHC NFI Dual Eligible Participant who does not make a CHC-MCO selection to a CHC-MCO based on the following intelligent assignment hierarchy starting with the first criterion:
  - First, D-SNP and corresponding CHC-MCO plan (i.e., if the individual is enrolled in a D-SNP, the individual will be assigned to the CHC-MCO aligned with his or her D-SNP);
  - Second, HC-MCO and corresponding CHC-MCO plan (i.e., if the individual is transferring from Health Choices, and the HC-MCO is also a CHC-MCO, the individual will be enrolled in that CHC-MCO); and

- Last, if the individual’s primary care physician is a Network Provider with a CHC-MCO, the individual will be enrolled in that CHC-MCO.

If none of the hierarchy criteria apply, the selected Offeror(s) will not assign the individual a CHC-MCO. Instead, the individual will be auto-assigned to a CHC-MCO through CIS.

The selected Offeror(s) will store any advance CHC-MCO and PCP selections made by the Potential CHC NFI Dual Eligible Participants or the IEB and transmit them to DHS, as specified in **Part III, Section III-8.A.2.c.ii**. The selected Offeror(s)’ pre-transition activities are to result in a high advance CHC-MCO selection rate for this population.

Sometime prior to the CHC Zone Start Date, DHS will send the selected Offeror(s) the initial daily eligibility file, which will include all transitioned CHC NFI Dual Eligible Participants and their CHC-MCO and PCP assignments. The selected Offeror(s) must send a post enrollment packet to each CHC NFI Dual Eligible Participant included in the initial daily eligibility file as specified in **Part III, Section III-8.B.1.b**.

Describe how you propose to achieve the advance CHC-MCO selection performance level specified in **Part III, Section III-10** for Potential CHC NFI-Dual Eligible Participants during the CHC pre-transition period, including how you propose to contact these individuals and the number of times you will attempt to make contact to provide them the opportunity to make an advance selection.

- ii. **CHC-LTSS Participants.** DHS will also engage in activities necessary to transition LTSS Participants residing in the Zone who are NFCE, from their existing FFS LTSS Programs to either CHC or an available LIFE program if eligible. Among other things, DHS will send a letter to these individuals notifying them that CHC is being implemented in their Zone and that they may choose to enroll in CHC and select a CHC-MCO and PCP or, if they are aged fifty-five (55) or older, apply to enroll in an available LIFE program.

During the pre-transition period, the selected Offeror(s) will provide information and respond to LTSS Participants’ questions about the upcoming CHC transition activities. The selected Offeror(s) will contact the Potential CHC LTSS Participants to provide them an opportunity to choose CHC or to enroll in an available LIFE program if they are aged fifty-five (55) or older. If the Potential CHC LTSS Participants choose CHC, the selected Offeror(s) will assist them to make a CHC-MCO and PCP selection prior to the CHC Zone Start Date as described in **Part III, Section III-8.B.2.c** below. The selected Offeror(s) will store any advance CHC-MCO selections made by Participants and transmit them to DHS, as specified in **Part III, Section III-8.A.2.c.ii**.

If a Potential CHC LTSS Participant aged fifty-five (55) or older expresses interest in transitioning to a LIFE program, the selected Offeror(s) will refer the

Participant to the LIFE program for a determination of LIFE program eligibility. Refer to **Part III, Section III-8.C.5** for additional information relating to LIFE program enrollments.

Prior to the CHC Phase Start Date, DHS will send the selected Offeror(s) the initial daily eligibility file, which will include all transitioned CHC LTSS Participants and their CHC-MCO and PCP assignments. The selected Offeror(s) must send a post enrollment packet to each CHC LTSS Participant included in the initial daily file as specified in **Part III, Section III-8.B.1.b**.

**b. Ongoing Enrollment Process.**

- i. CHC NFI Dual Eligible Participants.** On and after the CHC Zone Start Date, DHS's on-line computer process will automatically enroll newly eligible CHC NFI Dual Eligible Participants residing in the Zone into a CHC-MCO, with a future begin date, at the time the Participants are found eligible for MA. An algorithm will be used to auto-assign a CHC NFI Dual Eligible Participant to a CHC-MCO when the CAO worker completes the Participant's eligibility determination. If the CHC NFI Dual Eligible Participant selects a different CHC-MCO, the selected Offeror(s) will transfer the Participant into his or her selected CHC-MCO.

DHS will provide the selected Offeror(s) a daily eligibility file which will include an auto-assignment indicator for newly eligible CHC NFI Dual Eligible Participants who enroll in CHC on or after the CHC Zone Start Date. The selected Offeror(s) must send post-enrollment packets to these Participants as specified in **Part III, Section III-8.B.1.b**. The selected Offeror(s) must cross-reference its daily enrollments to this file to ensure that all CHC NFI Dual Participants receive post-enrollment packets.

The selected Offeror(s) must respond to, and assist CHC NFI-Dual Eligible Participants with questions relating to CHC and their plan assignments. The selected Offeror(s) must provide choice counseling to CHC NFI Dual Eligible Participants who are considering a Plan Transfer, and facilitate any Plan Transfers made by those Participants in accordance with **Part III, Section III-8.B.3** below. The selected Offeror(s) will store and transmit the CHC-MCO and PCP selections to DHS, as specified in **Part III, Section III-8.A.2.c**.

- ii. CHC-LTSS Participants.** On and after the CHC Zone Start Date, the selected Offeror(s) will provide choice counseling and enrollment assistance to LTSS Applicants and Potential LTSS Applicants and respond to their questions relating to CHC. If an LTSS Applicant or potential Applicant is NFCE and chooses or is required to enroll in CHC, the selected Offeror will also be responsible for assisting the individual to make an advanced CHC-MCO and PCP selection as described in **Part III, Section III-8.B.2.c** below. If an LTSS Applicant or potential Applicant, aged fifty-five (55) or older, chooses to enroll in a LIFE program, the selected Offeror(s) will follow the process for LIFE program enrollment as specified in **Part III, Section III-8.C.5**.

DHS will provide the selected Offeror(s) a weekly enrollment/disenrollment reconciliation file that includes the CHC-MCO and PCP selections for newly eligible CHC LTSS Participants in who are enrolled in CHC on or after the CHC Zone Start Date. The file will include an auto-assignment indicator for those Participants who have not yet made a CHC-MCO selection or who made a plan selection after the auto-assignment. The selected Offeror(s) must send post-enrollment packets to all CHC LTSS Participants in the daily eligibility file, as specified in **Part III, Section III-8.B.1.b** and must cross-reference its daily enrollments to this file to ensure that post-enrollment packets are sent to all CHC-LTSS Participants. If a CHC LTSS Participant, who is auto-assigned to a CHC-MCO, makes a different CHC-MCO selection after the auto-assignment is processed in CIS, the selected Offeror(s) must contact the Participant to explain that the Participant may choose to remain in the assigned CHC-MCO or transfer to his or her selected CHC-MCO and the date on which the transfer will become effective.

The selected Offeror(s) must facilitate any Plan Transfers made by CHC LTSS Participants in accordance with **Part III, Section III-8.B.3** below and transmit the Participants' selections to DHS, as specified in **Part III, Section III-8.A.2.c**. The selected Offeror(s) will use DHS's Dating Rules to determine the date that CHC LTSS Participant will be transferred to a different CHC-MCO based upon when the CHC Participant contacts the selected Offeror(s) with a new choice, and the date that the weekly enrollment/disenrollment file is submitted to DHS. Refer to **Appendix G** for the current Dating Rules Logic.

- c. CHC-LTSS Participant Advanced Plan Selection.** DHS considers advance plan selection to be critical for CHC LTSS Participants, given the level of supports and services that are typically required by these individuals. If a LTSS Applicant or a Potential CHC LTSS Participant chooses to, or is required to enroll in CHC, the selected Offeror(s) must provide the individual an opportunity to make an advanced CHC-MCO and PCP selection. The selected Offeror(s) must actively engage with CHC LTSS Applicants and Potential CHC LTSS Participants to enable them to make an informed and timely choice of their CHC-MCO and PCP so that their individual needs and preferences are appropriately addressed upon enrollment.

In performing these functions, the selected Offeror(s) must:

- Explain the available CHC-MCO options and provide and any additional information required for an LTSS Applicant or Potential CHC LTSS Participant to make an informed choice of a CHC-MCO and PCP before being assigned to a plan. The selected Offeror(s) must use the intelligent assignment hierarchy specified in this subsection to assist the individual in making a CHC-MCO selection.
- Store any advanced CHC-MCO and PCP selections made by CHC-LTSS Applicants and Potential CHC LTSS Participants and transmit them electronically to DHS in a DHS defined format.

- Assign a CHC LTSS Participant who does not make an advanced CHC-MCO selection to a CHC-MCO based on the following intelligent assignment hierarchy starting with the first criterion:
  - First, Nursing Facility and corresponding CHC-MCO plan (i.e., if the individual is residing in a nursing facility at the time of CHC enrollment, the individual will be assigned to a plan in which his or her nursing facility is a Network Provider);
  - Second, D-SNP and corresponding CHC-MCO plan (i.e., if the individual is enrolled in a D-SNP, the individual will be assigned to the CHC-MCO aligned with his or her D-SNP);
  - Third, HC-MCO and corresponding CHC-MCO plan (i.e., if the individual is transferring from Health Choices, and the HC-MCO is also a CHC-MCO, the individual will be enrolled in that CHC-MCO); and
  - Last, if the individual’s primary care physician is a Network Provider with a CHC-MCO, the Participant will be enrolled in that CHC-MCO.

If none of the hierarchy criteria apply, the selected Offeror(s) will not assign the individual a CHC-MCO. Instead, the individual will be auto-assigned to a CHC-MCO through CIS.

CHC-LTSS Applicants and Potential CHC LTSS Participants may make multiple changes to their advanced CHC-MCO selections prior to their enrollment in CHC. The advanced plan selection on file with DHS will be assigned to the LTSS Applicant as of the date that the individual’s financial eligibility is processed. If an individual’s advanced CHC-MCO selection is received by DHS after his or her financial eligibility for LTSS has been processed by the CAO, the selected Offeror(s) will receive an error message on the confirmation file informing it that a CHC-MCO has been auto-assigned to the individual. The selected Offeror(s) will notify the individual that his or her CHC-MCO selection will be managed as a Plan Transfer according to standard dating rules. After enrollment, CHC-LTSS Participants may change CHC-MCOs at any time following DHS’s Dating Rules in **Appendix G**.

Describe how you propose to achieve the advance plan selection performance level specified in **Part III, Section III-10** for CHC-LTSS Applicants and Potential CHC LTSS Participants who choose or are required to enroll in CHC. Specify the process you will use to contact these individuals and the number of times you will attempt to make contact to provide them the opportunity to make an advance CHC-MCO and PCP selection. Describe how you will use the intelligent assignment hierarchy in **Part III, Section III-8.B.2.c.** to advise and inform LTSS Applicants and CHC Participants in selecting a CHC-MCO.

**d. Referrals for CHC-LTSS.**

- i. **CHC to CHC-LTSS.** A CHC-MCO will refer CHC NFI Dual Eligible Participants with identified LTSS needs to the selected Offeror(s) to facilitate the enrollment process into CHC-LTSS or an available LIFE program. The

referred Participants will remain as CHC NFI Dual Eligible Participants until their eligibility for LTSS has been determined.

- ii. **HealthChoices to CHC-LTSS.** HealthChoices members who are eligible for LTSS may be enrolled in CHC-LTSS or an available LIFE program. A HC-MCO will refer the member to the selected Offeror(s) to facilitate the enrollment process. HC members will remain in Health Choices until clinical and financial eligibility are determined.

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

### **Offeror Response**

3. **Plan and Program Transfers.** A CHC Participant may change his or her CHC-MCO at any time or, in the case of a CHC LTSS Participant who is age fifty-five (55) or older, transfer to an available LIFE program at any time. A CHC Participant may communicate his or her decision to transfer through the selected Offeror's(s') website, or by email, fax, mail or telephone call.

All Plan and Program Transfers must be implemented according to DHS's Dating Rules logic. Refer to **Appendix G** for DHS' current Dating Rules Logic.

The selected Offeror(s) must assist CHC Participants who wish to change their CHC-MCO or to enroll in LIFE, if available. The selected Offeror(s) must ask the CHC Participant the reason for transfer, and discuss the option to select a new PCP as an alternative to transferring, if the Participant chooses. If the CHC Participant still wishes to transfer, the selected Offeror must:

- a. Assist the CHC Participant with transferring from one CHC-MCO to another CHC-MCO in the Zone in which the CHC Participant resides or, in the case of a CHC-LTSS Participant aged fifty-five (55) or older, transfer to an available LIFE program.
- b. Assist the CHC Participant with selecting a participating PCP for the new CHC- MCO.
- c. Document the reasons for the CHC Participant's transfer with the applicable reason code as defined by DHS on the weekly file.
- d. Inform the CHC Participant of the effective date of enrollment in the new CHC- MCO or LIFE program, based on DHS's dating rules.

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

### **Offeror Response**

4. **Automatic Reassignment Following Resumption of Eligibility.** DHS will automatically re-enroll a CHC Participant who loses MA eligibility and regains it within six (6) months into his or her previous CHC-MCO, and with his or her previous PCP, as long as the CHC Participant's eligibility status or geographical residence is still valid for participation in that

program. The selected Offeror(s) must be able to identify these re-enrolled CHC Participants.

The selected Offeror(s) will not complete a CHC-MCO selection or PCP selection for these re-enrolled CHC Participants. The selected Offeror(s) will send a notice to these CHC Participants to inform them that DHS has automatically reenrolled them with their previous CHC-MCO and that they have the opportunity to initiate a CHC-MCO change.

If a re-enrolled CHC Participant contacts the selected Offeror(s) after receiving the notice, the selected Offeror(s) will inform the individual that he or she has been automatically re-enrolled in his or her previous CHC-MCO. If the CHC Participant requests a Plan Transfer or a different PCP, the selected Offeror will assist the CHC Participant with the Plan Transfer as specified in **Part III, Section III-8.B.3** above.

Describe the process you will use to identify CHC Participants who lose eligibility and are re-enrolled in CHC within six (6) months.

### **Offeror Response**

#### **C. Tasks Specific to LTSS Applicants, Potential LTSS Applicants and LTSS Participants.**

The following Tasks specific to LTSS Applicants, Potential LTSS Applicants and LTSS Participants should be addressed by the Offeror.

##### **1. General Requirements.**

- a. LTSS Application Processing Deadline.** Except as specified in (b) below, a final determination on an LTSS Application must be made within ninety (90) calendar days of the LTSS Application Date. The selected Offeror(s) must monitor and manage the status of LTSS Applications throughout the eligibility and enrollment process and provide assistance to LTSS Applicants so that final determination on their LTSS Applications are made within the ninety (90) calendar day deadline. The selected Offeror(s) must use all systems, required by OLTL (i.e., HCSIS, SAMS, COMPASS, and CIS), to input and track LTSS Applicant information.
- b. Exceptions to Processing Deadline.** The ninety (90) calendar day deadline does not apply to LTSS Applications submitted by or on behalf of LTSS Applicants who are:
  - i.** Waiting for discharge from a facility to transition to a new setting for more than sixty (60) calendar days from the LTSS Application Date, but less than one hundred-eighty (180) calendar days from the LTSS Application Date;
  - ii.** Waiting for housing;
  - iii.** Aging out of children's services within one hundred-eighty (180) calendar days - (i.e., within one hundred-eighty (180) calendar days of their 21st birthday).

If an LTSS Application filed in any of the above circumstances cannot move forward in the process for over one hundred-eighty (180) calendar days, the selected Offeror(s) will notify the LTSS Applicant that the LTSS Application is closed.

##### **c. Submission of LTSS Applications.**

- i. An LTSS Applicant, who is not an MA Consumer, may submit an LTSS Application through COMPASS or by signing and providing a hard copy LTSS Application to the selected Offeror(s) or to a CAO.

If an Applicant submits a hard-copy LTSS Application directly to the selected Offeror(s), the selected Offeror(s) must input the LTSS Application in COMPASS within one (1) business day of receipt. The selected Offeror(s) will be enrolled as a Community Partner to use COMPASS to enter and track LTSS Applications.

- ii. An LTSS Applicant who is an MA Consumer is not required to submit an LTSS Application to initiate the LTSS eligibility and enrollment process. An MA Consumer initiates the LTSS eligibility process by making a request for LTSS to the selected Offeror(s).
- iii. The selected Offeror(s) may not take or complete an LTSS Application by telephone. The selected Offeror(s) must refer Potential LTSS Applicants who wish to file LTSS Applications by telephone to DHS's Customer Service Center.

**d. In-person Visit.** The selected Offeror(s) will conduct an in-person visit in the course of facilitating the LTSS eligibility and enrollment process. The selected Offeror must conduct the in-person visit at LTSS Applicant's or Potential LTSS Applicant's current residence or location, if the individual is hospitalized or in another residential setting. As noted in **Part III, Section III-8.C.2.e.** below, the selected Offeror(s) may conduct an in-person visit at the outset of the intake process, when providing initial assistance to LTSS Applicants and Potential LTSS Applicants. Alternatively, as specified in **Part III, Section III-8.C.3.b** below, the selected Offeror(s) may conduct an in-person visit later in the process for certain LTSS Applicants who have been determined clinically eligible for LTSS. (To distinguish between the two types of visits, the RFP refers to the visit at the outset of the process as an "intake visit" and the visit after the clinical eligibility determination as an "in-home visit.") While Offerors may specify a preferred method of conducting the in-person visit, Offerors should address and include a proposed workflow for both options. Regardless whether the selected Offeror(s) conducts intake visits, the selected Offeror(s) must provide the initial assistance described in **Part III, Section III-8.C.2.e.**

**2. LTSS Intake Process.** The LTSS intake process begins when the selected Offeror(s) receives a referral of a Potential LTSS Applicant, the CAO informs the selected Offeror that it has received a hard copy LTSS Application, or the selected Offeror receives an LTSS Application directly from an LTSS Applicant or through the COMPASS Application File.

**a. LTSS Referrals.** The selected Offeror's(s') Enrollment Center must receive, manage, process and track LTSS referrals within the timeframes specified in the grant. The selected Offeror's(s') Enrollment Center must have the capacity to receive referrals by telephone, through the IEB Website, in-person, by letter, and by email. The selected Offeror(s) must request and maintain the following information for each referral: The name, address, telephone number, and email address of the referral source; the contact

person for the referral source, if any; the name, address, telephone number, and email address, if available, of the Potential LTSS Applicant who is being referred and of any authorized representative or contact person, for the Potential LTSS Applicant, if known.

**i. Referral Sources.**

- (I) **Third Party Referrals.** Persons and entities, including but not limited to CHC-MCOs, HC-MCOs, BH-MCOs, LIFE programs, AAAs, hospital discharge planners, nursing facility staff, and Service Coordination Entities (“SCEs”), may refer a Potential LTSS Applicant to the selected Offeror(s). If the selected Offeror(s) receives a referral of a Potential LTSS Applicant from a third party source, the selected Offeror(s) will proceed with the initial contact steps specified in **Part III, Section III-8.C.2.d.i and ii** below.
- (II) **Self-Referrals.** An individual may self-refer, or be referred by his or her authorized representative, to the selected Offeror(s) by contacting the Enrollment Center directly to inquire about or request LTSS. If the selected Offeror(s) receives a self-referral, the selected Offeror(s) will proceed with the initial contact step specified in **Part III, Section III-8.C.2.d.ii and iii** below.

Describe how you will manage referrals, including how you will obtain sufficient information from third party referrals to successfully contact Potential LTSS Applicants.

**ii. Date of Third Party and Self-Referrals.** The selected Offeror(s) must determine the date of a Third Party Referral and Self-Referral, as follows:

- (I) **Telephone.** If a referral of a Potential LTSS Applicant is made by telephoning the Enrollment Center during regular business hours, the date on which the Enrollment Center receives the telephone call is the date of referral. If the telephone call is not received during regular business hours, the date of referral is next business day following the date the telephone call is received by the Enrollment Center.
- (II) **Letter.** If a referral of a Potential LTSS Applicant is made by letter, the date of the referral is the date on which the letter is date-stamped received by the Enrollment Center.
- (III) **Other means.** If a referral of a Potential LTSS Applicant is made by any other means, including in-person, by email, or through the IEB Website, the date of referral is the date on which the referral is made or transmitted to the selected Offeror(s) by the referral source.

**b. COMPASS Applications.**

- i. COMPASS Application File.** LTSS Applicants who file LTSS Applications through COMPASS will be referred to the selected Offeror(s) through the daily COMPASS Application File. If the selected Offeror(s) receives a COMPASS

LTSS Application of an LTSS Applicant who has had no prior contact with the IEB, the selected Offeror(s) will proceed with the initial contact steps specified in **Part III, Section III-8.C.2.d.i and ii** below. Refer to **Part III, Section III-8.A.2.c.viii** for additional requirements relating to the COMPASS Application File.

- ii. **COMPASS Referral Date.** If an LTSS Applicant is referred to the selected Offeror(s) through the COMPASS Application File (COMPASS referral), the date of the COMPASS referral is the date on which the selected Offeror(s) receives the COMPASS Application File that includes the LTSS Application; provided, however, if the LTSS Applicant made a self-referral or was referred to the selected Offeror(s) by a third party referral source prior to receipt of the COMPASS Application File, then the date of the earlier referral is the date of referral of the LTSS Applicant.

**c. CAO Applications.**

- i. **Submission to CAO.** LTSS Applicants may file hard-copy LTSS Applications directly with a CAO. The selected Offeror(s) will provide enrollment assistance to these LTSS Applicants and monitor and manage the status of their LTSS Applications so that there is a final determination on their LTSS Application within ninety (90) calendar days of the LTSS Application Date. If the selected Offeror(s) is informed or determines that an LTSS Applicant has filed a hard copy LTSS Application directly with the CAO, the selected Offeror will proceed as specified **Part III, Section III-8.C.2.d.i and ii** below.
- ii. **CAO Application Referral Date.** The date of referral of the LTSS Applicant will be the date on which the selected Offeror(s) is informed or determines that the LTSS Applicant filed the hard-copy LTSS Application with the CAO.

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

**d. Initial contact with LTSS Applicants and Potential LTSS Applicants.**

- i. **Process Following LTSS Referral, COMPASS Application or CAO Application.**
  - (I) **Telephone Contacts.** When the selected Offeror(s) receives a third party referral of a Potential LTSS Applicant, or a COMPASS Application for an LTSS Applicant who has had no prior contact with the selected Offeror, or is informed or determines that an LTSS Applicant, who has had no prior contact with the selected Offeror, filed a hard-copy LTSS Application with the CAO, the selected Offeror(s) must make at least three attempts to contact the individual by telephone. The selected Offeror(s) must complete the three (3) telephone attempts within seven (7) calendar days of the date of the referral. If the selected Offeror(s) is unable to reach a Potential LTSS Applicant because of a problem with the contact information provided

by the referral source or the selected Offeror(s) does not reach the individual after making two telephone attempts, the selected Offeror(s) must confirm the contact information for the Potential LTSS Applicant with the referral source before making the third telephone attempt.

- (II) **Follow-up Letter.** If the selected Offeror(s) does not make contact with an LTSS Applicant or Potential LTSS Applicant after making three telephone attempts, within three (3) calendar days of the third unsuccessful telephone attempt, the selected Offeror(s) must:
- In the case of an LTSS Applicant, issue a 1768 Denial Form to the CAO to close the LTSS Application because the selected Offeror was unable to reach the LTSS Applicant after making three telephone attempts.
  - In the case of a Potential LTSS Applicant, send a letter by first-class mail informing the Potential LTSS Applicant to contact the selected Offeror(s) within thirty (30) calendar days to initiate the LTSS Application process. If the Potential LTSS Applicant does not contact the selected Offeror(s) within thirty (30) calendar days of the date of the letter, the selected Offeror(s) will suspend further activity on the referral.
- (III) If the selected Offeror(s) makes contact with the LTSS Applicant or Potential LTSS Applicant, the selected Offeror(s) will proceed with the initial contact process in **Part III, Section III-8.C.2.d.iii** below.

Describe how you will manage the process for making the required telephone calls to LTSS Applicants and Potential LTSS Applicants to maximize successful contacts during the seven (7) calendar day period and avoid the need to send follow-up letters. Specify how you propose to arrange and time the calls to reach these individuals and whether you will use automated or robo-calls or live staff to make the calls. Provide a sample follow-up letter with your submittal(s).

### **Offeror Response**

- ii. **Determining Eligibility Status in CIS.** Prior to or during an initial contact with an LTSS Applicant or Potential LTSS Applicant, the selected Offeror(s) must check CIS to determine whether the individual is an MA Consumer; is enrolled in LIFE, an OLTL HCBS Program or an ODP Waiver program; or has an MRx code.
- (I) If the individual is a current MA Consumer, the selected Offeror(s) is not required to obtain an LTSS Application from the individual or through COMPASS to continue with the LTSS eligibility and enrollment process.
- (II) If the individual is enrolled in any of the programs specified above or has an MRx code, the selected Offeror(s) must contact OLTL within three (3) calendar days of checking CIS for instructions on

coordinating with the individual's current program or communicating with ODP or county staff to confirm the individual's interest in receiving LTSS through an OLTL Program and to coordinate a transition date from the ODP waiver or county program to the OLTL Program to prevent any gap in services.

**iii. Initial Contact with Potential LTSS Applicants and LTSS Applicants**

- (I) **Potential LTSS Applicants.** During an initial contact with a Potential LTSS Applicant, the selected Offeror(s) will follow a script, approved by DHS to inform the individual about the LTSS eligibility and enrollment process and determine whether the individual is making an inquiry or a request to apply for LTSS.

If the individual only requests general information regarding LTSS or in-home services, but does not express any desire to receive or apply for LTSS, the contact is an inquiry. If any question exists as to whether a contact is an inquiry or a "request to apply," the selected Offeror(s) will treat the contact as a request to apply.

If the Potential LTSS Applicant makes a request to apply for LTSS, the selected Offeror must provide initial enrollment assistance to the Potential LTSS Applicant as specified in **Part III, Section III-8.C.2.e.**

Provide a sample initial intake script which you propose to use to explain the LTSS eligibility and enrollment process to Potential LTSS Applicants and to determine whether they are making an inquiry or a request to apply for LTSS.

**Offeror Response**

- (II) **LTSS Applicants.** During an initial contact with an LTSS Applicant who filed an LTSS Application through COMPASS or a hard-copy LTSS Application with the CAO, the selected Offeror(s) will follow a script, approved by DHS, to inform the individual about the LTSS eligibility and enrollment process and to determine whether the individual wants to continue with the process. The selected Offeror(s) must inform the LTSS Applicant that, if the Applicant decides not to proceed with the LTSS eligibility and enrollment process, the CAO will determine whether the LTSS Applicant is eligible for other MA coverage.

If, after hearing the script, the LTSS Applicant decides not to continue with the LTSS Application process, the selected Offeror(s) will send a denial, currently the 1768 Denial form, to the CAO within three (3) calendar days of the contact.

If the LTSS Applicant wants to continue with the process, the selected Offeror must provide initial enrollment assistance to the LTSS Applicant as specified in **Part III, Section III-8.C.2.e.**

Provide a sample initial intake script which you propose to use to explain the LTSS eligibility and enrollment process to LTSS Applicants referred through the COMPASS Application File and to determine whether they want to continue with the process.

### **Offeror Response**

- iv. **Additional Requirements relating to Inquiries, Suspended Referrals and Closed Applications.** The selected Offeror(s) must keep a record of each inquiry, suspended referral and closed LTSS Application which includes the following information:
  - (I) For each inquiry, the name, address and telephone number of the person who made the inquiry, the date of the inquiry, and the reason why the contact was considered an inquiry.
  - (II) For each suspended referral, the name, address and telephone number of the Potential LTSS Applicant and any other person(s) who contacted or was contacted by the selected Offeror regarding the Potential LTSS Applicant, including the referral source; the date of the referral; the date of all contacts made regarding the referral; and a copy of the follow-up letter sent to the Potential LTSS Applicant, and the date the referral was suspended.
  - (III) For each closed LTSS Application, the name, address and telephone number of the LTSS Applicant and any other person(s) contacted by the selected Offeror in connection with the LTSS Application; the date of the referral of the LTSS Applicant; the date of all contacts made regarding the LTSS Application; the reason given by the LTSS Applicant or his or her representative for not proceeding with the LTSS Application process, and the date the case was closed.
- e. **Initial Assistance.** The selected Offeror(s) must provide the following initial assistance to LTSS Applicants and Potential LTSS Applicants who decide to continue with the LTSS eligibility and enrollment process:
  - i. Explain the LTSS eligibility and enrollment process to the individual and his or her authorized representative.
  - ii. Provide and explain the LTSS Application Packet and CHC Pre-enrollment Packet (if required under **Part III, Section III-8.C.2.g.**) to the individual and his or her authorized representative.
  - iii. Assist the individual or his or her authorized representative with completing the LTSS Application (if requested) and any other forms and documentation required for OLTL Program to which the individual is applying.
  - iv. Explain to the individual or his or her representative that they may contact the PA Link to request PCC if they need additional assistance to complete the LTSS Application or with the LTSS Application process.

- v. Explain to the individual or his or her representative that they may contact the PA LINK to request help until they are enrolled or if they need assistance with navigating the enrollment process.
- vi. Inform the individual, or his or her authorized representative, that they may provide contact information for up to five (5) designated contacts, including referral sources and current service providers, who may inquire about and receive information from the selected Offeror(s) regarding the status of individual's LTSS Application, if desired.
- vii. Ask the individual or his or her representative to specify the preferred means and times to contact them (e.g., telephone, email, etc.) and whether they wish to designate an alternate contact person if the selected Offeror is unable to reach them.
- viii. Notify the individual of his or her rights and responsibilities during the LTSS eligibility process and, as an LTSS Participant, should he or she be determined eligible.
- ix. Notify the individual of his or her right to an appeal and provide written instructions on how to appeal.
- x. Provide an individual who is transitioning from a nursing facility to a home or community-based setting consent forms and related information about the MFP initiative and procedures.
- xi. During the CHC pre-transition period and after the CHC Zone Start Date, provide individuals in CHC Zones, choice counseling, and answer questions regarding CHC, making an advanced CHC-MCO selection or applying to enroll in an available LIFE program.
- xii. Explain to a Potential LTSS Applicant that, in order to begin the LTSS Application process, the individual or his or her representative must sign and submit a hard-copy LTSS Application to the selected Offeror or the CAO, or submit an LTSS Application through COMPASS.

Describe how you will provide the initial assistance specified above if the initial assistance is provided during an intake visit with the LTSS Applicants and Potential LTSS Applicants. Specify the process you will use to schedule visits so that the initial assistance is provided as promptly as possible. Identify the minimum qualifications and training of the staff who will conduct intake visits. Describe how you will manage the intake visit to cover tasks described in **Part III, Section III-8.C.3.b.ii** below to avoid the need to conduct more than one visit with an LTSS Applicant.

Describe how you will provide the initial assistance if an intake visit is not conducted. Identify the minimum qualifications and training of the staff who will be assigned to provide the initial assistance. Specify how and when you will provide the LTSS Application packet and CHC pre-enrollment packet (if required). In addition, describe how you will assist individuals and their representatives who ask for help in

completing the LTSS Application and other required forms and documentation. Specify whether, and, if so, how you will follow-up with potential LTSS Applicants who do not file an LTSS Application before sending the 30-day letter described in **Part III, Section III-8.C.2.h** below.

Describe the safeguards you will employ so that only appropriately designated contacts receive information relating to LTSS Applicants and Potential LTSS Applicants and the status of their LTSS Applications. Describe how you will collect and use LTSS Applicants' and Potential LTSS Applicants' preferences in managing contacts with those individuals and their representatives during the eligibility and enrollment process.

### **Offeror Response**

- f. LTSS Application Packet.** The selected Offeror(s) must provide an LTSS Application Packet to each LTSS Applicant and Potential LTSS Applicant which includes the following information:
- i.** A cover letter that explains the forms included in the Application Packet and identifies the forms that must be completed, signed and returned to the selected Offeror(s) to start the LTSS Application process.
  - ii.** LTSS Application (currently the PA 600L) (not required if the individual is an MA Consumer).
  - iii.** Authorization of Release of Information (currently PA 4 form).
  - iv.** Information about the Estate Recovery Program.
  - v.** Information about EPSDT services if the individual is under age twenty-one (21) or the information is otherwise appropriate.
  - vi.** Citizenship Form.
  - vii.** Notice of Privacy Practices, including Acknowledgement Form.
  - viii.** Notice of assistance available to complete the Application process, including information on the PCC role associated with the regional PA Link entities.
  - ix.** A flow chart entitled "PA IEB Application Process for LTSS";
  - x.** Notice of Right to Timely Eligibility Determination; and
  - xi.** Any other informational material required by DHS.
- g. CHC Pre-enrollment Packet in CHC Zones.** In addition to the LTSS Application Packet, on and after the CHC Zone Start Date, the selected Offeror(s) must provide each CHC LTSS Applicant and Potential LTSS Applicant in the CHC Zone a CHC Pre-enrollment Packet, which includes the information specified in **Part III, Section III-8.B.1.a.**

- h. Failure to Submit LTSS Application.** If a Potential LTSS Applicant does not file an LTSS Application within thirty (30) calendar days from the date on which the selected Offeror provided the initial assistance described in **Part III, Section III-8.C.2.e**, on the thirtieth (30<sup>th</sup>) day, the selected Offeror(s) must send a follow-up letter to inform the Potential LTSS Applicant that the selected Offeror(s) will suspend further activity on the Potential LTSS Applicant's case until an LTSS Application is filed. The selected Offeror must inform the Potential LTSS Applicant how he or she may file an LTSS Application and about the PCC available through the PA Link if assistance in completing the LTSS Application or with the application process is needed.

Describe how you will track potential LTSS Applicants to determine whether they have filed an LTSS Application after receiving initial assistance. Provide a copy of the proposed letter you will send to individuals who do not file an LTSS Application within thirty (30) calendar days of receiving initial assistance. Describe how you will refer individuals to the PA LINK to request help until they are enrolled or if they need assistance with navigating the enrollment process.

#### **Offeror Response**

- i. Additional Requirements relating to Personal Care Home Residents.** Under limited circumstances, an individual may receive LTSS while a resident of a personal care home. If the selected Offeror(s) determines that an LTSS Application has been or will be filed by, or on behalf of, a resident of a personal care home or an individual seeking to receive LTSS while residing in a personal care home, the selected Offeror(s) must contact OLTL within three (3) calendar days of making the determination for instructions on processing the LTSS Application.

Describe how you will determine whether an individual is a resident of a personal care home or is seeking to receive LTSS in a personal care home.

#### **Offeror Response**

- j. Additional Requirements relating to LTSS Applicants in an LTSS FFS Zone.** The selected Offeror(s) is not responsible to provide enrollment assistance to an LTSS Applicant or potential Applicant in an LTSS FFS Zone if the individual is applying to receive MA nursing facility services or ICF/ORC services. The selected Offeror(s) will refer the individual or his or her representative to the local AAA or PA Link for assistance. The selected Offeror will consider and document the contact from an individual applying to receive MA nursing facility services or ICF/ORC services as an inquiry for purposes of **Part III, Section III-8.C.2.d.iv above**. If the individual is unsure whether he or she wants to apply for HCBS or receive services in a nursing facility or ICF/ORC, the selected Offeror must provide enrollment assistance to the individual.

Describe how you will determine whether an individual is applying to receive MA nursing facility services or ICF/ORC services, and, if so, your process to refer the individual for assistance with the LTSS eligibility process.

#### **Offeror Response**

**3. LTSS Eligibility Determination.** An LTSS eligibility determination is a multi-step process that involves different entities and requires separate determinations of an LTSS Applicant's clinical and financial eligibility for LTSS and the LTSS Applicant's program eligibility for OLTL HCBS Programs, as specified below. The selected Offeror(s) will provide LTSS Applicants with the following assistance related to the LTSS clinical, financial and program eligibility determinations:

**a. Clinical Eligibility Determination.** To be clinically eligible for LTSS, an LTSS Applicant must be NFCE, or need the level of care provided in an ICF/ORC (if age twenty-one (21) or older and applying for the OBRA Waiver). A clinical eligibility determination is based on the LTSS Applicant's Physician Certification and Level of Care Determination.

**i. Physician Certification.** An LTSS Applicant must have a completed Physician Certification to receive LTSS under an OLTL Program. The Physician Certification must document that the individual is NFCE or requires the level of care provided in a nursing facility or an ICF/ORC (if the individual is age twenty-one (21) or older and applying for the OBRA Waiver). For each LTSS Applicant, the selected Offeror(s) will send a Physician Certification form to the LTSS Applicant's physician within three (3) calendar days of the LTSS Application Date unless the LTSS Applicant decides to request the Physician Certification him/herself. The selected Offeror(s) will request that the physician complete and return a Physician Certification to the selected Offeror(s) within seven (7) calendar days.

The selected Offeror(s) must monitor and manage the Physician Certification process so that a completed Physician Certification is received for each LTSS Applicant. If the selected Offeror(s) does not receive a completed Physician Certification form within thirty (30) calendar days of the LTSS Application Date, the selected Offeror(s) must send a written notice to the LTSS Applicant and the physician to inform them that the Applicant will be determined ineligible for LTSS if a completed Physician Certification is not returned to the selected Offeror(s) by a specified date; the specified date for which the ineligibility letter will be issued is the 85<sup>th</sup> calendar day from the LTSS Application date.

Describe your process to request and track Physician Certifications so that they are received in a timely manner. Describe any steps you will take to follow-up with LTSS Applicants and their physicians both before and after sending the written thirty (30) calendar day notice. Describe your process for managing incomplete and inaccurate Physician Certifications.

#### **Offeror Response**

**ii. Referral for Level of Care Determination.** An LTSS Applicant must receive a Level of Care Determination by the IAE. The Level of Care Determination must indicate that the individual is NFCE or requires the level of care that would be provided in an ICF/ORC (if the individual is age twenty-one (21) or older and applying for the OBRA Waiver). For each LTSS Applicant, the

selected Offeror(s) must forward a referral to the IAE within three (3) calendar days of the LTSS Application Date requesting a Level of Care Determination for the LTSS Applicant. The IAE will conduct the Level of Care Determination and submit the results to the selected Offeror(s) within fifteen (15) calendar days of receipt of the referral. If the selected Offeror(s) does not receive a level of care determination for an LTSS Applicant, the selected Offeror(s) must follow-up with the IAE to determine the reason for the delay. If the delay is the not the result of the LTSS Applicant's unavailability, the selected Offeror(s) must notify OLTL that the Level of Care Determination is delayed.

Describe your process to track and provide for timely Level of Care Determinations and your process for managing delays in receipt of the Level of Care Determinations.

### **Offeror Response**

#### **iii. Clinically Eligible LTSS Applicants.**

- (I) If an LTSS Applicant who resides in a CHC Zone is determined NFCE, the selected Offeror(s) will generate and transmit the 1768 Approval electronically to the CAO within three (3) calendar days of receipt of the Level of Care Determination so that the CAO can complete the financial eligibility process.

If the LTSS Applicant is age fifty-five (55) or over, the LTSS Applicant may choose to apply to a LIFE program or to enroll in CHC. If the LTSS Applicant is under age 55, the LTSS Applicant must enroll in CHC to receive LTSS. The selected Offeror(s) will provide all LTSS Applicants who either choose to or must enroll in CHC the opportunity to make an advance selection of his or her CHC-MCO and PCP.

If an LTSS Applicant age fifty-five (55) or older has not made a Program choice, or an LTSS Applicant, who chooses to or must enroll in CHC, has not an advance CHC-MCO selection, the selected Offeror(s) will contact the LTSS Applicant or his or her representative within three (3) calendar days of receipt of the Level of Care Determination to provide choice counseling. If the Applicant does not make a Program choice or a CHC-MCO selection, the selected Offeror(s) will enroll the LTSS Applicant in CHC and will make the CHC-MCO assignment using the intelligent assignment hierarchy on the same day the 1768 Approval is sent to the CAO. Refer to **Part III, Section III-8.B.2.b and c** for additional requirements relating to CHC LTSS enrollment and plan selection.

If an LTSS Applicant who is age fifty-five (55) or older chooses to apply to an available LIFE program, the selected Offeror will be required to facilitate the LTSS Applicant's enrollment in the LIFE program. Refer to **Part III, Section III-8.C.5** for additional

requirements relating to enrollment in LIFE.

- (II) If an LTSS Applicant who resides in a LTSS-FFS Zone is determined NFCE, the selected Offeror(s) must conduct an in-home visit and review the Applicant for program eligibility as specified in **Part III, Section III-8.C.3.b and c.** below, unless the Applicant has informed the selected Offeror(s) that he or she intends to enroll in a LIFE program. Refer to **Part III, Section III-8.C.5** for additional requirements relating to enrollment in LIFE program. The selected Offeror(s) is not required to conduct an in-home visit with the LTSS Applicant if the selected Offeror(s) completed the tasks specified in **Part III, Section III-8.C.3.b.ii** below during an intake visit with the Applicant.
- (III) If an LTSS Applicant is determined to need the level of care provided in an ICF/ORC, or is between the ages eighteen to twenty (18-20) and NFCE, the selected Offeror(s) must conduct an in-home visit and review the Applicant for program eligibility for the OBRA Waiver as specified in **Part III, Section III-8.C.3.b and c** below. The selected Offeror(s) is not required to conduct an in-home visit with the LTSS Applicant if the selected Offeror(s) completed the tasks specified in **Part III, Section III-8.C.3.b.ii** below during an intake visit with the Applicant.

**iv. Clinically Ineligible LTSS Applicants.**

- (I) If an LTSS Applicant is determined NFI and does not require ICF/ORC level of care, the selected Offeror(s) will notify OLTL within three (3) calendar days of the later of: the date on which the selected Offeror receives the Level of Care Determination or the date on which the selected Offeror receives the Physician Certification form.

OLTL will send the LTSS Applicant and the selected Offeror a written Notice of Decision informing the Applicant that he or she is not clinically eligible for LTSS and that the Applicant may file an appeal with the DHS Bureau of Hearings and Appeals. The selected Offeror(s) must transmit a 1768 Denial form electronically to the CAO within three (3) calendar days of the date the selected Offeror(s) receives the Notice of Decision.

In addition, the selected Offeror(s) must contact the LTSS Applicant to provide referral information on alternate service delivery systems as specified in **Part III, Section III-8.C.3.g** below.

- (II) If an LTSS Applicant's clinical eligibility is not been determined within eighty-five (85) calendar days from the LTSS Application date because the IAE has not made a Level of Care Determination or the selected Offeror has not received a completed Physician Certification, by the 85<sup>th</sup> day, the selected Offeror(s) will send the LTSS Applicant a written Notice of Decision to inform the Applicant that he or she is not

clinically eligible for LTSS and that the Applicant may file an appeal with the DHS Bureau of Hearings and Appeals. On the same day, the selected Offeror(s) will also transmit a 1768 Denial form electronically to the CAO.

In addition to sending the Notice and 1768 Denial Form, the selected Offeror(s) must provide the LTSS Applicant with referral information on alternate service delivery systems as specified in **Part III, Section III-8.C.3.g** below.

- (III) If there is a discrepancy between the results of an LTSS Applicant's Level of Care Determination and his or her Physician Certification, the selected Offeror(s) will refer the case to OLTL for a determination of clinical eligibility by OLTL's Medical Director. The selected Offeror(s) must make the referral to OLTL within three (3) calendar days of the date the selected Offeror(s) receives the completed Level of Care Determination or the Physician Certification, whichever comes last.

**b. In-home Visit.** Unless the selected Offeror(s) has performed the tasks specified below during an intake visit, the selected Offeror(s) must conduct an in-home visit with: an LTSS Applicant in a FFS Zone who is determined NFCE; an LTSS Applicant who is determined to need the level of care in an ICF/ORC; and an LTSS Applicant aged eighteen to twenty (18-20) who is determined NFCE. In conducting in-home visits, the selected Offeror(s) must meet the following requirements:

- i. Scheduling.** The selected Offeror(s) must schedule the in-home visit to occur within ten (10) calendar days of receipt of the LTSS Applicant's Level of Care Determination: If the visit does not occur within ten (10) calendar days, the selected Offeror(s) must document the reason for the delay and schedule the visit to occur as soon as possible thereafter.
- ii. Tasks.** During the in-home visit, the selected Offeror will complete the following tasks:
  - (I) With the Applicant, complete an assessment of the Applicant's needs using a tool designated by DHS.
  - (II) Inform the Applicant about SCEs in the geographic area, and, with the Applicant, compile a list of the individual's three preferred SCEs in order of preference.
  - (III) Assist the Applicant to complete the Freedom of Choice form. The current Freedom of Choice form is available at [http://www.dhs.pa.gov/cs/groups/public/documents/document/c\\_078848.pdf](http://www.dhs.pa.gov/cs/groups/public/documents/document/c_078848.pdf).
  - (IV) With the Applicant, complete all required forms and documentation for the waiver or program to which he or she is applying.
  - (V) Notify the Applicant of his or her rights and responsibilities during the

eligibility determination process and as a Participant, if the Applicant be determined eligible.

- (VI) Notify the Applicants of his or her right to an appeal and provide written instructions on how to appeal.
- (VII) Provide consent forms and related information about MFP options and procedures if Applicant is transitioning from a nursing facility setting.
- (VIII) Provide the Applicant with other standard informational material required by OLTL.

Identify the minimum qualifications and training of the staff who will be assigned to in-home visits. Describe the process you will use to schedule in-home visits within the required ten (10) calendar day time frame and to track the reasons for any delays. If you propose to conduct an initial intake visit, describe how you will manage the intake visit to cover tasks described in this subsection to avoid the need to conduct more than one visit with the LTSS Applicant.

### **Offeror Response**

- c. Program Eligibility** – A CHC Participant who has been determined clinically and financially eligible for LTSS is not required to meet any additional program eligibility criteria to receive CHC-LTSS. An LTSS Applicant must meet program eligibility criteria to receive services under LIFE, an OLTL HCBS Waiver program or the Act 150 Program. Refer to **Part I, Section I-3** for a link to the program eligibility criteria for these programs and to **Part III, Section III-8.C.5** below for additional information relating to LIFE enrollments.
  - i.** The selected Offeror(s) does not determine program eligibility for LIFE.
  - ii.** The selected Offeror(s) does not determine program eligibility for MA nursing facility services in a FFS Zone.
  - iii.** The selected Offeror(s) will review an LTSS Applicant’s program eligibility for an OLTL HCBS Waiver Program and make a recommendation to DHS as to whether the LTSS Applicant meets the program eligibility requirements. The selected Offeror(s) must transmit its recommendation to DHS within three (3) calendar days of the date of the in-home visit, the date on which the selected Offeror(s) receives the Applicant’s completed Level of Care Determination, or the date the selected Offeror(s) receives the Applicant’s Physician Certification, whichever date comes last.
    - (I) If the Applicant meets the program eligibility criteria for an OLTL HCBS Waiver Program, the selected Offeror(s) will make the recommendation of eligibility by transmitting a PA 1768 Approval form to the CAO, which will complete the Applicant’s financial eligibility determination and notify the Applicant if he or she is eligible for LTSS.

(II) If the Applicant does not meet the program eligibility criteria for an OLTL HCBS Waiver Program, the selected Offeror(s) will transmit its recommendation to OLTL for review and determination. If OLTL agrees that the LTSS Applicant fails to meet program eligibility criteria, OLTL will send a written notice to the LTSS Applicant that he or she does not meet program eligibility for LTSS and inform the selected Offeror(s) to submit a 1768 Denial Ineligible form to the CAO and close the case.

iv. The selected Offeror(s) will review an LTSS Applicant's program eligibility for the Act 150 Program as specified in **Part III, Section III-8.C.3.f** below.

**d. Additional Enrollment Assistance Activities for Nursing Facility Residents.**

i. The selected Offeror(s) is not responsible for providing enrollment assistance to an LTSS Applicant or Potential LTSS Applicant in an LTSS FFS Zone who is applying to receive MA nursing facility services. The selected Offeror(s) provide enrollment assistance to all LTSS Applicants and Potential LTSS Applicants in a CHC Zone including those individuals who wish to receive nursing facility services and those individuals, including nursing facility residents, who wish to receive HCBS through CHC.

ii. In providing enrollment assistance to nursing facility residents, the selected Offeror(s) must recognize the unique relationship between nursing facilities and their residents. The selected Offeror(s) must coordinate and cooperate with nursing facilities in providing enrollment assistance to nursing facility residents in connection with the LTSS eligibility process. At a minimum, the selected Offeror(s) must work with the nursing facilities in scheduling visits with and facilitating Level of Care Determination and financial eligibility determination for the residents. If an LTSS Applicant or Potential LTSS Applicant designates a nursing facility as a contact, the selected Offeror(s) must provide the nursing facility with information relating to the status of the individual's LTSS Application.

iii. The selected Offeror(s) must provide nursing facility residents who are interested in transitioning from their nursing facility placement to HCBS with information regarding the MFP initiative and what is required by CMS in order to qualify for MFP. The selected Offeror(s) must work with the residents' existing NHT Coordinator, if identified. If a resident does not have an assigned NHT Coordinator, the selected Offeror(s) must refer the resident to the nursing facility social worker. If a NHT Coordinator is assigned to the resident, the selected Offeror(s) will coordinate with the NHT Coordinator throughout the process, until the resident transitions into the community or until the transition plan is terminated.

Describe how you will coordinate and cooperate in providing enrollment assistance to nursing facility residents applying to receive nursing facility services and nursing facility residents applying for HCBS.

## **Offeror Response**

### **e. Process relating to CAO Financial Eligibility Determinations.**

- i.** If the selected Offeror(s) has not received a Level of Care Determination or a Physician Certification form for an LTSS Applicant within forty (40) calendar days of the LTSS Application Date, the selected Offeror(s) must forward a 1768 Pending form to the CAO no later than the 40th calendar day to notify the CAO of the Applicant's pending LTSS Application. The selected Offeror(s) must send the 1768 Pending form to the CAO via email to an account specified by DHS. The 1768 Pending form cannot be transmitted via the 1768 Web Service.
- ii.** The selected Offeror(s) must generate and submit the 1768 Approval, Denial and Ineligible forms for LTSS Applicants to the CAO electronically on a daily basis using the 1768 Web Service.

For 1768 Approvals, the CAO will complete a financial eligibility review to determine the LTSS Applicants' financial eligibility for MA LTSS. For 1768 Denials, the CAO will complete a financial eligibility review to determine the LTSS Applicants' financial eligibility for other MA coverage.

- iii.** DHS will notify the selected Offerors of the results of LTSS Applicants' financial eligibility determinations through the daily eligibility and daily PA 162 Commit files generated by DHS as described in **Part III, Section III-8.A.2.c.**

- f. Act 150 Program.** A clinically eligible LTSS Applicant under the age of sixty (60), who is financially ineligible for MA LTSS, may be programmatically eligible to receive services under the Act 150 Program. If the selected Offeror(s) receives notice through a daily 162 Commit File that a clinically eligible LTSS Applicant under the age of sixty (60) is financially ineligible for MA LTSS, the selected Offeror(s) will review and make a recommendation to OLTL on whether the Applicant meets program eligibility for the Act 150 Program within one (1) business day of receipt of the 162 Commit File. If OLTL notifies the selected Offeror(s) that the LTSS Applicant is eligible for the Act 150 Program, the selected Offeror(s) must send a letter by first-class mail within three (3) calendar days of notification informing the LTSS Applicant to contact the selected Offeror(s) within fifteen (15) calendar days if the Applicant is interested in receiving services under the Act 150 Program. If the LTSS Applicant does not contact the selected Offeror(s) within fifteen (15) calendar days of the date of the letter, the selected Offeror(s) will suspend further activity on the Applicant's case.

If the LTSS Applicant informs the selected Offeror(s) that he or she is interested in receiving services through the Act 150 Program, the selected Offeror(s) will complete the Applicant's enrollment in the Act 150 Program.

- g. Ineligible Applicants.** If an LTSS Applicant is determined ineligible for LTSS, the selected Offeror(s) must provide the LTSS Applicant referral information on alternate service delivery systems and providers as designated by DHS. If an ineligible

Applicant is sixty (60) years of age or older, the selected Offeror(s) must refer the Applicant to the local AAA. If an ineligible Applicant authorizes the selected Offeror to make a direct referral, the selected Offeror(s) will contact the AAA or other alternative service provider identified by either DHS or the Applicant to make the referral.

The selected Offeror may make referrals of ineligible Applicants to AAAs and other service providers by email, fax or other electronic means. The selected Offeror(s) must have the capability to track and report on referrals of ineligible Applicants, including the entity or provider to which the referral was made and date of referral.

Describe how you will manage referrals of Applicants determined ineligible for LTSS. Specify how and when you will provide referral information to ineligible Applicants and how you will coordinate and communicate with AAAs and other service providers to which referrals are made. If you intend to provide referral information to ineligible Applicants in writing, provide a sample of the referral information with your proposal.

### **Offeror Response**

- 4. Enrollment.** After an LTSS Applicant is determined clinically, program (if required) and financially eligible for LTSS, the selected Offeror(s) will complete the enrollment process as follows:
  - a.** For CHC LTSS Participants, the selected Offeror(s) will follow the process specified in **Part III, Section III-8.B.2.b.**
  - b.** For OLTL HCBS Program Participants, the selected Offeror(s) must complete the following additional tasks to close out the enrollment process within three (3) calendar days of receipt of the daily eligibility file containing notice of the Participants' eligibility:
    - i.** The selected Offeror(s) must enter all required enrollment information data into the appropriate DHS service planning information systems (HCSIS and SAMS).
    - ii.** The selected Offeror(s) must notify the SCE chosen by the Participant, in writing, via email if available, or regular mail.
    - iii.** The selected Offeror(s) must transfer the Participant's file and all necessary documentation to the Participant's chosen SCE. A tracking cover sheet must be included with each transfer to SCE. When the electronic transfer to the SCE is complete, the hand off to the SCE will close out enrollment tasks for the selected Offeror(s).
    - iv.** The selected Offeror(s) must notify the Participant or his or her representative in writing of the enrollment into the OLTL HCBS Program, the effective date of enrollment, and the name and telephone number of the SCE, the Participant Helpline number, and information on the MAAC and its subcommittees. This action completes the enrollment.

## **5. LIFE Program Enrollment.**

- a.** The selected Offeror(s) must manage the enrollment process for the LIFE programs. The selected Offeror(s) may receive referrals for LIFE enrollment from LIFE programs, AAAs, through COMPASS, and from other referral sources. In addition, LTSS Applicants and potential LTSS Applicants may choose to enroll in LIFE during the LTSS Application process and LTSS Participants may choose to transfer from their current OLTL Program to an available LIFE program.
- b.** The selected Offeror(s) will be responsible for facilitating the clinical and financial eligibility determinations for LTSS Applicants applying to enroll in a LIFE program, communicating with the LIFE programs regarding their in-home program eligibility determination and coordinating their enrollment and disenrollment dates with the CAO to comply with LIFE Dating Rules logic. Refer to **Appendix G** for the current LIFE Dating Rules logic.
- c.** The selected Offeror(s) does not determine program eligibility for the LIFE program. The LIFE program conducts in-home visits to determine if LIFE Applicants can be safely served in the community and notifies the selected Offeror(s) of its determination of program eligibility.
- d.** If an LTSS Applicant applying to enroll in LIFE is determined NFCE, the selected Offeror(s) must identify the LIFE program chosen by the Applicant as a contact on 1768 Approval forms so that the LIFE program receives a copy of LTSS Applicant's PA 162 Financial Eligibility Determination.
- e.** The selected Offeror(s) will coordinate Program Transfers to and from the LIFE program into CHC-LTSS or an OLTL HCBS Waiver program, as determined by the placement county for the LTSS Participant.
- f.** The selected Offeror(s) must maintain a file of signed LIFE agreements which will indicate the Enrollment Start Date. The selected Offeror(s) must use the Enrollment Start Date for the LIFE Participant to populate any 1768 Approval in the Service Start Date field.
- g.** If a Participant or LTSS Applicant applies to a selected Offeror to enroll in a LIFE program, but the LIFE program is served by a different IEB, the selected Offeror(s) must transfer the LTSS Application to the responsible IEB within three (3) calendar days.
- h.** The selected Offeror(s) will report the following LIFE enrollment application processing issues to OLTL, as determined from the daily eligibility file: an application for enrollment in a LIFE Program served by multiple IEBs and inaccurate disenrollments not initiated by selected Offeror(s).
- i.** The selected Offeror(s) will follow-up with the CAO on any LIFE enrollment that has not been processed by the CAO at least five (5) calendar days prior to the last day of the month preceding the projected enrollment date. The selected Offeror(s) must

begin to follow-up five (5) calendar days before the end of the month and continue to follow-up daily until financial eligibility is processed.

Describe how you will coordinate and cooperate with LIFE programs in the Lot to exchange information necessary to facilitate and avoid delays in LIFE enrollments, and minimize any overlap or duplication of effort in providing services.

### **Offeror Response**

- 6. Communication Touch Points.** The selected Offeror(s) will be responsible for ‘touch points’ with LTSS Applicants and their authorized representatives. The selected Offeror(s) must develop a strategy for communications with LTSS Applicants and their authorized representatives, and for tracking, disseminating and reporting on such communications, (i.e., electronic or automated notifications). At a minimum, the Offeror’s communications strategy must be designed to achieve the following:
- a. Make LTSS Applicants and their authorized representatives aware of the Applicant’s current application status;
  - b. Provide LTSS Applicants and their authorized representatives an opportunity to update information that is pertinent to the application process (i.e. changes in address, phone number or nursing facility admissions);
  - c. Respond to changes to the LTSS Applicant’s desire or need of services or program or plan selection.
  - d. For LTSS Applicants transitioning from a nursing facility to a home or community setting, communicate with the Applicant’s NHT Coordinator at least every thirty (30) calendar days from the date the Applicant is determined program eligible for NHT. If the LTSS Applicant does not have an assigned NHT Coordinator, the selected Offeror(s) must communicate with the Applicant or his or her designated representative at least every thirty (30) days.

Describe your strategy to comply with these requirements.

### **Offeror Response**

- 7. Special Needs Unit (“SNU”).**
- a. **Establishment and maintenance of SNU.** The selected Offeror(s) must develop, train, and maintain a SNU within its organizational structure to deal with issues relating to LTSS Applicants and Potential LTSS Applicants with special needs as defined in **Part III, Section III-8.C.7.b** below. The selected Offeror’s(s’) SNU must assist each LTSS Applicant with a special need with access to services and information relevant to his or her special condition or circumstance and provide all necessary enrollment assistance services and support with the LTSS eligibility process so that their LTSS Application is processed in a timely manner. The selected Offeror(s) must employ or execute agreements with experts in the treatment of special needs to provide consultation to the SNU staff as needed.

- b. Identification of LTSS Applicants and Potential LTSS Applicants with Special Needs.** The selected Offeror(s) and all staff working directly with LTSS Applicants and Potential LTSS Applicants must be trained to proactively identify and outreach to individuals with special needs.

The selected Offeror(s) must consider the following factors in identifying individuals with special needs:

- Requires expedited processing of the application due to the involvement of APS or OAPS.
- Requires coordination of care or services, or both, between EPSDT and LTSS.
- Requires coordination of care or services, or both, between an acute inpatient setting and enrollment in CHC or other OLTL Program;
- Has an immediate need for services to address his or her health and welfare or to prevent a future crisis which could result in admission to a hospital or nursing facility.

- c. Expedited Enrollment Process for LTSS Applicants and Potential LTSS Applicants with Immediate Needs.** The selected Offeror(s) must employ procedures to identify and refer to the SNU LTSS Applicants and Potential LTSS Applicants with special needs and to expedite the eligibility and enrollment process for individuals with immediate needs, in coordination with Protective Services, if applicable, and OLTL.

Describe your strategy to comply with these requirements, including the process you will use to identify LTSS Applicants and Potential LTSS Applicants who will be referred to the SNU and the measures you will take to expedite their enrollment. Describe how you will communicate and coordinate with the CHC-MCO or LIFE program when an individual receiving service through your SNU is enrolled in the CHC-MCO or LIFE program.

### **Offeror Response**

- 8. Waiting List.** The selected Offeror(s) must develop a strategy to track and contact LTSS Applicants placed on a potential waiting list for an OLTL HCBS Waiver program or the Act 150 Program. OLTL's waiting list policy is described in the Statewide Waiting List Guidelines for Office of Long-Term Living Medicaid Waivers and the Act 150 Program Bulletin, which is available at. [http://www.dhs.pa.gov/cs/groups/webcontent/documents/bulletin\\_admin/p\\_039184.pdf](http://www.dhs.pa.gov/cs/groups/webcontent/documents/bulletin_admin/p_039184.pdf).

The selected Offeror(s) must contact each LTSS Applicant on the waiting list every ninety (90) calendar days to:

- a. Verify the LTSS Applicant's contact information is current;
- b. Capture changes to the LTSS Applicant's status;
- c. Capture changes in the LTSS Applicant's need for services;

- d. Confirm the LTSS Applicant's interest in service;
- e. Track and maintain current LTSS Applicant information; and,
- f. Coordinate completion of the LTSS Applicant's annual Level of Care Determination.

Describe your strategy to comply with these requirements.

#### **Offeror Response**

- 9. Hearings and Appeals.** The selected Offeror(s) must track standard and expedited appeals filed by LTSS Applicants and notify OLTL of all appeals within three (3) calendar days of the date the appeal is filed. The selected Offeror(s) must coordinate with the IAE on appeals involving Level of Care Determinations and clinical eligibility determinations.

If an appeal relates to a selected Offeror(s)'s program eligibility recommendation that was accepted by DHS, the selected Offeror(s) shall prepare for and attend the pre-hearing conference and hearing on behalf of DHS and provide any evidence deemed necessary to defend the appeal and support the program eligibility determination.

For all other appeals, the selected Offeror(s) must provide such assistance as may be requested by DHS, including but not limited to preparing for and attending hearings and pre-hearing conferences, and providing any requested information to DHS. The selected Offeror(s) must inform DHS of any scheduled hearings and provide DHS with any requested information concerning the appeal, including the status of appeal determinations.

Describe your strategy to comply with these requirements.

#### **Offeror Response**

- III-9. Grant Turnover.** Turnover is defined as those activities that the selected Offeror(s) must perform at the end of the Grant or notification of termination, to transition grant service delivery to a successor Grantee or to Commonwealth resources. During the turnover period, the selected Offeror(s) will work cooperatively with any successor(s) and DHS.

- A. Turnover Requirements.** The selected Offeror(s) must plan and manage the turnover in an orderly fashion so that no disruption of services occurs. The selected Offeror(s) must:
- 1. Provide a Turnover Plan to DHS for review and approval nine (9) months prior to the end of the grant term or within thirty (30) calendar days after notification of termination.
  - 2. Implement the approved Turnover Plan six (6) months prior to the end of the grant term or the date specified by DHS.
  - 3. Maintain service delivery staffing levels during the turnover period.
  - 4. Not restrict or prevent the selected Offeror's(s') staff from accepting employment or positions with DHS or with any successor. DHS will work with the selected Offeror(s) on the timing of any transition of its staff.

5. Provide to DHS or any successor, within fifteen (15) calendar days of the request, all updated scripts and other documentation and records required by DHS.
6. Respond to all Department requests regarding turnover information within three (3) calendar days or within such other time period as specified by the Department.
7. Work closely with DHS so that this turnover of responsibilities and the necessary knowledge transfer are completed by the end of the grant period.
8. Execute the approved Turnover Plan in cooperation with the successor's Implementation Plan, if any.

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

1. A description of staffing resources including skill sets and experience required to support a successful turnover, including the identity of a manager to manage and coordinate all turnover activities outlined in the Turnover Plan.
2. A turnover organizational chart.
3. An outline of key points and considerations, turnover success criteria, and the major tasks and subtasks pertinent to a successful turnover with minimal impact to operations.
4. A plan and implementation schedule for sharing and transitioning responsibilities and operational support information to DHS or a successor. Prior to the end of the turnover period, the responsibility for the Enrollment Center will be shared by the selected Offeror(s) staff and the successor staff during regular hours. The selected Offeror(s) will, in good faith, negotiate with a successor to coordinate the responsibilities or will provide space at the selected Offeror(s)'s current business address, including access to necessary equipment, records, and information.
5. An explanation of how the selected Offeror(s) will manage the turnover plan, accurately assess progress, and mitigate variances for a successful turnover.
6. Description of how the selected Offeror(s) will transfer all relevant data, materials, documentation, or other pertinent information to DHS or its designee in accordance with **Part III, Section III-9.C** below.
7. Provide for the transfer of correspondence, documentation of outstanding issues, and other service delivery support documentation.
8. Provide for the transfer of the IEB Toll-Free Telephone Number, URLs, IEB email address and PO Box.

**C. Turnover Receivables.** Turnover receivables will include instructions on total Project processes, all finished and unfinished documents, data, software, studies, reports, or other materials prepared under the Grant that the selected Offeror(s) is required to turnover to DHS. Selected Offeror(s) must package and label receivables by content and divide into history which includes materials more than six (6) months old and materials less than six (6) months old, and work in process. Selected Offeror(s) will send receivables to DHS or a designated

third party as specified by DHS in writing after the turnover period begins. The turnover receivables include, but are not limited to:

**1. Communication/Outreach.**

- a.** Outline of accomplishments in the communication area.
- b.** Comprehensive file of enrollment efforts including news releases, packets, MA Consumer brochures in English and other languages, time tables, mailings, mailing lists, original artwork and keys.
- c.** Comprehensive files of all recruitment and official communications sent to groups and mailings.
- d.** Literature and materials developed over the course of the Grant and work in progress showing timetables and mailings for both. This includes but is not limited to:
  - i.** Previously issued and in progress newsletters, artworks and keys.
  - ii.** CHC Participant Consumer brochures.
  - iii.** Enrollment CHC pre- and post-enrollment packets, LTSS Application packet, notices, and scripts.
- e.** Outstanding projects and logistical information.

**2. Administration.**

- a.** Files of inquiries, Complaints and resolutions.
- b.** List of all contractors, subcontractors or vendors utilized in the program by name, address, telephone number, and description of utilization.
- c.** All stored literature including background information.
- d.** Copies of completed financial audits.

**3. The selected Offeror(s) will train Department staff and other designated third parties on current processes, program status, and problem areas. This includes, but is not limited to:**

- a.** Enrollment/Disenrollment/Plan Transfer policies and procedures. Telephone systems use and how it works and pros and cons of the particular system.
- b.** Information systems including:
  - i.** Databases and how they relate.
  - ii.** How reports are generated.
  - iii.** Creation of data.

iv. Transfer of all data files used in the IEB, in a readable format.

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

**E. Financial Responsibility during Turnover.** The selected Offeror(s) will be financially responsible for maintaining operations and systems during Turnover. All costs relating to the transfer of materials and responsibilities will be paid by the selected Offeror(s). Disputes between the selected Offeror(s) and the successor grantee will be resolved by DHS.

**III-10. Service Level Agreements.** DHS has developed a set of minimum Service Level Agreements (“SLA”), defined below, which the selected Offeror(s) must meet, or exceed. Describe your ability to meet or exceed these minimum SLAs.

**A. Performance Measures SLA Assessments.** The selected Offeror(s) will be required to submit reports to DHS which validate the performance measures specified in the tables below. The Department may impose financial assessments for a selected Offeror’s failure to meet the performance measures. In its sole discretion, DHS may waive imposition of a financial assessment.

**B. Collection of Financial Assessments.** The Commonwealth, at its option, may deduct financial assessments from any money payable to the selected Offeror(s) or may bill the selected Offeror(s) as a separate item. The Department will notify the selected Offeror(s) in writing of any financial assessment before the date the Department deducts such sums from money payable to the selected Offeror(s).

ENROLLMENT CENTER					
PERFORMANCE STANDARD	TARGET	MINIMUM ACCEPTABLE	MEASURE & VALIDATION METHOD	FINANCIAL ASSESSMENT	REPORTING FREQUENCY
Monthly average call answer time does not exceed 60 seconds.	Monthly average of less than 60 seconds	Monthly average of less than 60 seconds	Monthly average of all calls answered will be calculated from the daily average call answer times for every day of the month	2% of monthly invoice if monthly call average time exceeds 60 seconds.	Monthly
Blocked call rate (busy signal) is less than 1%.	Less than 1% of calls blocked	Less than 1% of calls blocked	Number of blocked calls per month/Total calls per month.	1% of monthly invoice for every 1% of calls blocked.	Monthly
Calls are not abandoned before being answered by Enrollment Center staff	Monthly average abandonment rate is less than 5%.	Monthly average abandonment rate is less than 5%.	Monthly average of calls that are abandoned will be calculated from the daily average abandonment rates for	1% of monthly invoice for every 5% of calls abandoned.	Monthly

			every day of the month.		
Number of individuals who were referred to the IEB or filed LTSS Applications through COMPASS with a CAO (collectively “referrals”) who the IEB made three (3) telephone attempts to contact within seven (7) calendar days of the referral date.	100%	90%	Number of referrals who received three (3) telephone attempts by the IEB within seven (7) calendar days of the referral date/Total number of referrals.	1% of overall monthly invoice if less than 90% of referrals are not contacted or do not receive three telephone attempts to contacts by the IEB within seven (7) calendar days of the referral date.	Monthly
IEB Consumers are satisfied with their experience with the Enrollment Center	100% of IEB Consumers are satisfied with the Enrollment Center	90% of IEB Consumers are satisfied with the Enrollment Center	Number of IEB Consumers providing feedback on Enrollment Center experience who are satisfied with the Enrollment Center/Total Number of IEB Consumers providing feedback on Enrollment Center	If IEB Consumer satisfaction falls below 90% for 3 consecutive months, 3% of overall monthly invoice for the third month.	Monthly

Note: Offerors may propose a Performance Standard based on their proposed process for conducting the satisfaction survey, but the proposal must be submitted based on the Performance Standard as written.

<b>APPLICATION PROCESSING</b>					
<b>PERFORMANCE STANDARD</b>	<b>TARGET</b>	<b>MINIMUM ACCEPTABLE</b>	<b>MEASURE &amp; VALIDATION METHOD</b>	<b>FINANCIAL ASSESSMENT</b>	<b>REPORTING FREQUENCY</b>
Unless an exception applies, an LTSS Application is determined eligible or ineligible within 90 days from the LTSS Application Date.	100%	97%	Timeliness of LTSS Application determination	5% of invoice if performance measure is below minimum acceptable limit	Monthly
IEB Consumers are satisfied with their overall experience with the IEB	100% of IEB Consumers are satisfied with the IEB	90% of IEB Consumers are satisfied with the IEB	Number of IEB Consumers participating in the quarterly who are satisfied with IEB/Total Number of IEB Consumers participating in	If IEB Consumer satisfaction falls below 90% for 2 consecutive quarters, 3% of overall monthly invoice for the third month.	Quarterly

<b>APPLICATION PROCESSING</b>					
<b>PERFORMANCE STANDARD</b>	<b>TARGET</b>	<b>MINIMUM ACCEPTABLE</b>	<b>MEASURE &amp; VALIDATION METHOD</b>	<b>FINANCIAL ASSESSMENT</b>	<b>REPORTING FREQUENCY</b>
			the survey		

<b>ADVANCE PLAN SELECTION</b>					
<b>PERFORMANCE STANDARD</b>	<b>TARGET</b>	<b>MINIMUM ACCEPTABLE</b>	<b>MEASURE &amp; VALIDATION METHOD</b>	<b>FINANCIAL ASSESSMENT</b>	<b>REPORTING FREQUENCY</b>
All CHC-LTSS Participants make a selection of their CHC-MCO plan prior to enrollment.	90%	80%	Number of enrolled CHC-LTSS Participants with CHC-MCO selection/Total number of enrolled CHC-LTSS Participants	3% of monthly invoice	Monthly
All Potential CHC NFI Dual Eligible Participants transitioning to CHC make their CHC-MCO selection prior to the CHC Zone Start Date.	90%	80%	Number of enrolled CHC-NFI Dual Participants with advance CHC-MCO selection/Total number of enrolled CHC-NFI Dual Participants on CHC Zone Start Date	3% of monthly invoice	Monthly during the CHC pre-transition period.

<b>CORRECTIVE ACTION PLAN</b>					
<b>PERFORMANCE STANDARD</b>	<b>TARGET</b>	<b>MINIMUM ACCEPTABLE</b>	<b>MEASURE &amp; VALIDATION METHOD</b>	<b>FINANCIAL ASSESSMENT</b>	<b>REPORTING FREQUENCY</b>
Corrective Action Plan (CAP) is submitted by the deadline specified by OLTL.	100%		Number of calendar days beyond the due date for submission of the CAP.	For each CAP, up to \$500 per calendar day after due date.	Daily
IEB implements corrective measures required under the approved CAP within the specified time frames.	100%		Timely implementation of all corrective measures required in the approved CAP.	For each failure to implement an approved CAP, 5% of the total monthly invoice until full compliance is achieved.	Daily

**III-11. Reports and Project Control.** The selected Offeror(s) must establish and maintain a reporting system to compile and submit Pennsylvania-specific operational, financial and systematic reports,

samples, and documentation as specified in this Section. The reporting system must be flexible enough to allow for ad hoc reporting.

Provide sample reports or report templates which the Offeror recommends for use in submitting required reports.

**A. General Program Reporting Requirements.** The selected Offeror(s) must submit reports electronically on a monthly, quarterly and ad hoc basis. The selected Offeror(s) must submit a final report at the end of the grant. DHS may require the selected Offeror(s) to submit reports on a more frequent basis or as needed to address or clarify any standards not met or to provide data on any unforeseen obstacles that might be occurring.

**B. Pennsylvania Specific Financial Reporting Requirements.** The selected Offeror(s) must submit quarterly financial reports and financial statements that are specific to the Pennsylvania IEB in an electronic format approved by DHS, to be received by DHS no later than thirty (30) calendar days after the end of the quarter. Quarterly financial statements shall include Grantee Balance Sheet, Statement of Income and Expenses, and Cash Flow Statement. Upon request, the selected Offeror(s) must provide supporting documentation, related to information included in these reports.

Describe the Pennsylvania specific financial reports the Offeror will develop to assist in managing the Project. These reports should include but are not limited to a Balance Sheet, Statement of Income and Expenses and a Cash Flow Statement. Include a description of policies and procedures which will be used to provide reliance on the PA specific statements, i.e. certified by CFO, audits, peer reviews or internal controls. Provide sample financial reports or report templates the Offeror recommends.

**C. CHC Enrollment Summary Report.** The selected Offeror(s) must submit a monthly enrollment report containing CHC Participant data sorted by Zone, county, CHC- MCO, gender, age and method of enrollment, to be received by DHS no later than fifteen (15) calendar days after the end of the month.

**D. CHC PCP Selection Summary Report.** The selected Offeror(s) must submit a monthly PCP selection report containing CHC Participant data regarding PCP selection sorted by Zone, county, CHC-MCO, gender, age and method of enrollment, to be received by DHS no later than fifteen (15) calendar days after the end of the month.

**E. LIFE Enrollment Summary Report.** The selected Offeror(s) must submit a monthly enrollment report containing LIFE Participant data sorted by Zone, county, LIFE program, gender, age and method of enrollment, to be received by DHS no later than fifteen (15) calendar days after the end of the month.

**F. Program and Plan Transfers.** The selected Offeror(s) must submit a monthly Program and Plan Transfer report containing data regarding transfers, including transfer reasons, between OLTL Programs, and transfers between CHC-MCOs, to be received by DHS no later than fifteen (15) calendar days after the end of the month.

- G. Contact Reason Report.** The selected Offeror(s) must submit a monthly reason code report containing data regarding the most frequent reasons for contacts by IEB Consumers and other persons, including person making inquiries, to be received by DHS no later than fifteen (15) calendar days after the end of the month.
- H. Call Statistics Report.** The selected Offeror(s) must submit a monthly statistical report containing data collected by ACD and IVR including calls received, answered, abandoned, outbound, blocked and transferred to the language line, as well average talk time, hold time, speed of answer, and voicemail messages, to be received by DHS no later than five (5) calendar days after the end of the month. This report will be used to measure the call centers performance indicators specified in **Part III, Section III-10**.
- I. Staffing Report.** The selected Offeror(s) must provide any changes to staffing or contact information as they occur or as requested by DHS. This report must also include the staffing levels of Enrollment Center and other IEB staff.
- J. Outreach Report.** The selected Offeror(s) must submit a monthly enrollment report containing data regarding Community Outreach and Education activities, including public presentations and coordination meetings with MCOs, CAOs and other entities, to be received by DHS no later than fifteen (15) calendar days after the end of the month.
- K. Quality Assurance Reports.** The selected Offeror(s) must submit the following Quality Assurance Reports:
1. The selected Offeror(s) must provide DHS a monthly statistical and narrative report regarding its QMS data and activities to monitor and improve the quality and performance of its Project, the work performed by its staff and subcontractor(s), including any training during the reporting period, as specified in the selected Offeror's(s') approved QMS, to be received by DHS no later than fifteen (15) calendar days after the end of the month. Refer to **Part III, Section III-8.A.14** for Quality Assurance and Assessment and QMS requirements.
  2. On a monthly basis, or within such other timeframe as may be specified by DHS, the selected Offeror(s) must select a random sample of recorded Enrollment Center calls, audit the calls, and provide DHS with a report of the audit results and the recorded calls.
- L. Complaint Report.** The selected Offeror(s) must submit a weekly Complaint report containing data specified in **Part III, Section III-8.A.12.c**, to be received by DHS by Wednesday of the following week.
- M. SNU Report.** The selected Offeror(s) must submit a monthly report to DHS on the activities of its SNU, including LTSS Applicants receiving assistance from the SNU, the type of assistance and the application start and end dates. The report must be received by DHS no later than fifteen (15) calendar days after the end of the reporting period.
- N. Fraud and Abuse Report.** The selected Offeror(s) must submit a quarterly statistical and narrative report to DHS regarding its Fraud and Abuse detection and sanctioning activities, and an annual update in the aggregate. The report must be received by DHS no later than fifteen (15) calendar days after the end of the reporting period.

- O. Ad-Hoc Reports.** The selected Offeror(s) must provide Ad-hoc Reports as requested by DHS. An ad-hoc report must be submitted within ten (10) calendar days or within such time period as specified by DHS.
- P. Daily Case Report.** The selected Offeror(s) must submit a daily report each business day of all open LTSS cases in process from referral through the eligibility determination and enrollment process. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Date of Birth, SSN, Address, Resident County, Case Number, Language, LEP service, Referral Date, Initial Contact Date, Application Status, Application Status Date, Aging in Current Status, Medicaid Enrolled Indicator, MA ID, PA600 Received Date, Application Start Date, PC Eligibility, PC Length Care, Level of Care Determination Eligibility. Level of Care Determination Length Care, Aging in Days, Delayed Enrollment, Program, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, PCP selection.
- Q. Monthly Case Report.** The selected Offeror(s) must submit a monthly report within five (5) business days from the last day of the month of all open LTSS cases in process during that month identifying status of cases, number of cases closed within ninety (90) days, explanations of any cases not closed within ninety (90) days, number of referrals and referrals suspended. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Case Number, SSN, County, Medicaid Enrolled Indicator, MA ID, PA600 Received Date, Language, LEP service, Referral Date, Application Start Date, Most Recent Status, Last Updated Status Date, PC Length Care, PC Eligibility, PC Date Requested, PC Date Received, Level of Care Determination Eligibility Requested, Level of Care Determination Date Received, Level of Care Determination, Program Applied to, Delayed Enrollment, Notice of Determination Date, Aging Days, Aging Days Since Current Status, First Initial Contact Date, Intake Visit Date, Intake Visit Status, Reason for Delay in Intake Visit, Reason for Delay in Application Processing, Referral Suspension Date, Suspension Reason, Application Closing Date, Closing Reason, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, PCP selection.
- R. Key Performance Indicators Report.** The selected Offeror(s) must submit a monthly report containing summary data for the Enrollment Center, Application Processing, Advanced Plan Selection and Corrective Action Plan SLAs identified in **Part III, Section III-10**, to be received by DHS no later than fifteen (15) calendar days after the end of the month.
- S. Consumer Satisfaction Survey Report.** The selected Offeror(s) must submit a quarterly report containing the results of the consumer satisfaction survey, to be received by DHS no later than fifteen (15) calendar days after the end of the month.

### **Offeror Response**

### III-12. Monitoring Grant Performance.

- A. General.** DHS will monitor the selected Offeror's(s') performance to determine if the selected Offeror(s) consistently and uniformly meets the requirements of the Grant. The selected Offeror(s) must cooperate with DHS's monitoring of the selected Offeror(s)'s performance.
- B. Monitoring Methods.** DHS will use various methods to monitor performance on an ongoing basis through various methods including, but not limited to:
1. Review and approval of all deliverables;
  2. Review of activities;
  3. Review of all reports required by the grant;
  4. Review of the selected Offeror's(s') compliance with CHC waiver and grant commitments;
  5. Evaluations by authorized state, federal, and private agencies, and follow-up to ensure corrective action; and
  6. Follow-up on IEB Consumer Complaints.
  7. Review of a sample of LTSS Applications and referrals of Potential LTSS Applicants received by the selected Offeror(s) during a calendar quarter or other time period specified by DHS. DHS will select the sample for review. The selected Offeror(s) must provide all documentation requested by DHS relating to the sample within five (5) calendar days or such other time period as may be specified by DHS. The documentation may include, but is not limited to: electronic copies of the LTSS Application, Physician Certification, Level of Care Determination, 1768 Approval, Denial or Pending Notice, PA 162 Form, LEP or other communication needs, call records and any other records of communications with the LTSS Applicant. In addition, documentation for OLTL HCBS Program applications may include electronic copies of the needs assessment of the Applicant and Freedom of Choice forms.
  8. Review of a sample of CHC NFI Dual Eligible Participants served by the selected Offeror(s) during a calendar quarter or other time period specified by DHS. DHS will select the sample for review. The selected Offeror(s) must provide all documentation requested by DHS relating to the sample within five (5) calendar days or such other time period as may be specified by DHS. The documentation may include, but is not limited to: electronic copies including the date of enrollment, the date of post-enrollment packet mailing, plan assignment, and communication records for Participants in the identified sample. DHS must approve the selected Offeror(s)'s sampling methodology.
- C. Monitoring Capabilities.** The selected Offeror(s) must provide for monitoring capabilities by OLTL in OLTL's office and on-site at the selected Offeror(s)'s Enrollment Center and regional office(s). DHS must be able to monitor the Enrollment Center calls using ACD software capabilities. In addition to being able to monitor calls in real time and by recording at the selected Offeror's(s') location and remotely at DHS's offices, using a computer monitor, DHS must be able to track Enrollment Center staff logged onto the Enrollment Hotline, the number of calls in queue, how long calls have been waiting, abandonment times, and other real-time information. The selected Offeror(s) will provide DHS with the ability to access historical ACD reporting, including but not limited to number of Enrollment Center staff

logged into the Enrollment Hotline, average speed of answer, percent of calls answered in sixty (60) seconds, average wait time, abandonment times, percent of calls on hold and not re-engaged within two minutes, and busy rates. If possible, DHS should be able to track all this information using PCs and have ACD report printing capabilities.

**D. Corrective Action Plan.**

1. **Submission.** The selected Offeror(s) will prepare and submit a corrective action plan to address observations or findings contained in a notice of deficiency issued by DHS. The corrective action plan must be received by DHS within ten (10) calendar days of notification of the deficiency and is subject to DHS approval. The selected Offeror(s) must modify the corrective action plan as required by DHS.
2. **Content.** The corrective action plan must include, but is not limited to:
  - a. Brief statement of the findings.
  - b. Specific steps the selected Offeror(s) will take to correct the situation or reasons why it believes corrective action is not necessary.
  - c. Specific steps the selected Offeror(s) will take to mitigate the risk of the issue occurring again in the future.
  - d. Name(s) and title(s) of responsible staff person(s).
  - e. Timetable for performance of the corrective action steps.
  - f. Monitoring that will be performed to ensure that corrective action steps were implemented.
  - g. Signature of the Pennsylvania Program Manager or a senior executive.

**E. Implementation.** The selected Offeror(s) must implement the approved corrective action plan within the timeframe agreed to by the parties for that particular corrective action plan. Failure to implement the approved corrective action plan may result in further action by DHS. If DHS determines a deficiency to constitute a material breach of the selected Offeror(s)'s obligations under the grant, DHS may find the selected Offeror(s) in default.

**F. Self-Monitoring.** The selected Offeror(s) will monitor its staff and subcontractors' performance on an ongoing basis and report results to DHS at least monthly as specified in **Part III, Section III-11.K.**

**III-13. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard grant terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but DHS may consider late objections and requests for additions if to do so, in DHS' sole discretion, would be in the best interest of the Commonwealth. DHS may, in its sole discretion, accept or reject any requested changes to the standard grant terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the

Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated grant. DHS will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. DHS will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or to other provisions of the RFP as specifically identified above.**

***Offeror Response***

**PART IV**  
**COST SUBMITTAL**

**IV-1. Cost Submittal.** The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost should be broken down into the components set forth in **Appendix H– Cost Submittal Worksheet**. The percentage of commitment to SDBs and SBs should not be stated in the Cost Submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Department may reject the proposal. Offerors should direct in writing to the Department pursuant to **Part I, Section I-10** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Department’s written answer so that all proposals are submitted on the same basis.

Pricing should be inclusive of tasks and requirements as outlined in RFA Part III, Technical Submittal of this RFP.

The Department will pay the selected Offeror(s) for providing grant services using Per Member Per Month (“PMPM”) rates, each month during the term of the Grant. The Department estimates the population For Lot 1 to be approximately 99,369; Lot 2 to be approximately 143,332; and Lot 3 to be approximately 177,913 members per month; however, the actual number of members per month will vary based on actual population.

The Department will calculate the PMPM payment for each month by multiplying the PMPM rate by the number of NFI Dual Eligible and LTSS Eligible members identified in the "834 Monthly Membership File" from CIS as CHC Consumers eligible to enroll in the C H C Program.

Note that the Cost Submittal Worksheet in **Appendix H** includes separate cost submittal and cost verification worksheets to identify your projected costs if intake visits are conducted at the outset of the LTSS eligibility and enrollment process and cost submittal and cost verification worksheets to identify your projected costs if in-home visits are conducted later in the LTSS eligibility and enrollment process.

**The Department will reimburse the selected Offeror(s) for work satisfactorily performed after execution of a written grant and the start of the grant term, in accordance with contract requirements, and only after the Department has issued a notice to proceed.**

## PART V

### SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

- V-1. Small Diverse Business and Small Business General Information.** The Department encourages participation by SDBs and SBs as prime contractors, and encourages all prime contractors to make significant commitments to use SDBs and SBs as subcontractors and suppliers.

A SB must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
  - Procurement Goods and Services: \$20 million
  - Construction: \$20 million
  - Building Design Services: \$7 million
  - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a SB must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A SDB is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a SDB must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

An Offeror that qualifies as a SDB or a SB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A SDB or SB may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified SB and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

Questions regarding the SDB and SB Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 601, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

**V-2. Small Diverse Business and Small Business (SDB/SB) Participation Submittal.** All Offerors are required to submit **two (2)** copies of the SDB/SB Participation Submittal Form contained in (**Appendix I**) and related Letter(s) of Intent (**Appendix J**). The submittal must be sealed in its own envelope, separate from the remainder of the proposal, and must be provided on the SDB/SB Participation Submittal form, with information as follows:

- A.** Offerors must indicate their status as a SDB and as a SB through selection of the appropriate checkboxes.
- B.** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to SDBs and SBs as subcontractors.
- C.** Offerors must include a listing of and required information for each of the SDBs and/or SBs with whom they will subcontract to achieve the participation percentages outlined on the SDB/SB Participation Submittal.
- D.** Offerors must include a Letter of Intent (attached as **Appendix J** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the SDB or SB for each of the SDBs and SBs identified in the SDB/SB Participation Submittal form. At minimum, the Letter of Intent must include the following:
  - 1.** The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the SDB or SB; and
  - 2.** A description of the services or supplies the SDB or SB will provide; and
  - 3.** The timeframe during the initial contract term and any extensions, options and renewals when the SDB or SB will perform or provide the services and/or supplies; and
  - 4.** The name and telephone number of the Offeror's point of contact for SDB and SB participation; and

5. The name, address, and telephone number of the primary contact person for the SDB or SB.

E. Each SDB and SB commitment which is credited by BDISBO along with the overall percentage of SDB and SB commitments will become contractual obligations of the selected Offeror(s).

**NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the SDB/SB Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a SDB/SB.**

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB and/or SB Status or entitle an Offeror to receive credit for SDB or SB participation.**

**V-3. Contract Requirements—Small Diverse Business and Small Business Participation.** All contracts containing SDB and SB Participation must contain the following grant provisions to be maintained through the initial grant term and any subsequent options or renewals:

A. Each SDB and SB commitment which was credited by BDISBO and the total percentage of such SDB and SB commitments made at the time of proposal submittal, BAFO or negotiations, as applicable, become contractual obligations of the selected Offeror(s) upon execution of its grant agreement with the Commonwealth.

B. All SDB and SB subcontractors credited by BDISBO must perform at least fifty percent (50%) of the work subcontracted to them.

C. The individual percentage commitments made to SDBs and SBs cannot be altered without written approval from BDISBO.

D. SDB and SB commitments must be maintained in the event the grant is assigned to another prime contractor.

E. The selected Offeror(s) and each SDB and SB for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror(s) and the SDB and/or SB to BDISBO within thirty (30) business days of the final execution date of the Commonwealth grant. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix K – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:

1. The specific work, supplies or services the SDB and/or SB will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

2. The fixed percentage commitment and associated estimated dollar value that each SDB and/or SB will receive based on the final negotiated cost for the initial term of the prime grant agreement.
  3. Payment terms indicating that the SDB and/or SB will be paid for work satisfactorily completed within fourteen (14) business days of the selected Offeror(s)'s receipt of payment from the Commonwealth for such work.
  4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror(s)'s contract with the Commonwealth and that do not place disproportionate risk on the SDB and/or SB relative to the nature and level of the SDB' and/or SB' participation in the project.
- F.** If the selected Offeror(s) and a SDB or SB credited by BDISBO cannot agree upon a definitive subcontract within thirty (30) business days of the final execution date of the Commonwealth grant agreement, the selected Offeror(s) must notify BDISBO.
- G.** The Selected Offeror(s) shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Department and BDISBO within ten (10) business days at the end of each quarter of the grant term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to SDB and SB subcontractors and suppliers and will serve as a record of fulfillment of the grant commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror(s) if the Utilization Report is not submitted in accordance with the schedule
- H.** The Selected Offeror(s) shall notify the Contracting Officer of the Department and BDISBO when circumstances arise that may negatively impact the selected Offeror(s)'s ability to comply with SDB and/or SB commitments and to provide a corrective action plan. Disputes will be decided by the Department and DGS.
- I.** If the Selected Offeror(s) fails to satisfy its SDB and/or SB commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror(s) is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror(s)'s SDB status and/or SB status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

**PART VI**  
**Standard Terms and Conditions**

**STANDARD GRANT TERMS AND CONDITIONS**

- 1. TERM OF GRANT.** The term of the Grant shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Grant, subject to the other provisions of the Grant. The Effective Date shall be fixed after the Grant has been fully executed by the Grantee and by the Commonwealth and all approvals required by Commonwealth procedures have been obtained. No agency employee has the authority to verbally direct the commencement of any work under this Grant. The Commonwealth reserves the right, upon notice to the Grantee, to extend the term of the Grant for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Grant coverage and only for the time necessary, up to three (3) months, to enter into a new Grant.
- 2. INDEPENDENT GRANTEE.** In performing the services required by the Grant, the Grantee will act as an independent Grantee and not as an employee or agent of the Commonwealth.
- 3. COMPLIANCE WITH LAW.** The Grantee shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Grant.
- 4. ENVIRONMENTAL PROVISIONS.** In the performance of the Grant, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- 5. POST-CONSUMER RECYCLED CONTENT.** Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Grant must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Grant Terms and Conditions.
- 6. COMPENSATION/EXPENSES.** The Grantee shall be required to perform the specified services at the price(s) quoted in the Grant. All services shall be performed within the time period(s) specified in the Grant. The Grantee shall be compensated only for work performed to the satisfaction of the Commonwealth. The Grantee shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Grant.
- 7. INVOICES.** Unless the Grantee has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Grantee shall send an *invoice itemized by line item* to the address referenced on the grant promptly after services are satisfactorily completed. The invoice should include only amounts due under the Grant agreement. The grant number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Grantee to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the Grant number or task order to which it refers.
- 8. PAYMENT**

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

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

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

**9. TAXES.** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction Grantee from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction Grant.

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

**11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY.** The Grantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Grant which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the Grant. The Grantee shall defend any suit or proceeding brought against the Commonwealth

on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Grant. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Grantee's written request, it shall be at the Grantee's expense, but the responsibility for such expense shall be only that within the Grantee's written authorization. The Grantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Grantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Grant. If any of the products provided by the Grantee in such suit or proceeding are held to constitute infringement and the use is enjoined, the Grantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Grantee is unable to do any of the preceding, the Grantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Grantee under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Grantee without its written consent.

## **12. OWNERSHIP RIGHTS.**

### **(a) Ownership of Properties**

- (1) All "Developed Works" shall be owned according to the provisions set forth in this Section 12.
- (2) All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Grantee shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Agreement except as described in this Section or in another provision set forth in this Agreement. The Grantee shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Agreement. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

### **(b) Definitions**

- (1) Software—For the purposes of this Contract, the term "software" means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

- (2) Data—For the purposes of this Agreement, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.
- (c) Developed Works or Developed Materials. Except for Grantee’s internal communications relating to Services of this Agreement that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Grantee in carrying out the obligations and services under this Agreement, without limitation. The terms are used herein interchangeably.
- (1) Technical Data—For purposes of this Agreement, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.
- (d) Commonwealth Property—Non-Exclusive, License Grant and Restrictions. During the term of this Agreement, Commonwealth grants to Grantee for the limited purpose of providing the Services covered under this Agreement, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:
- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Agreement.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Agreement.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Agreement provided that Grantee agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Grantee’s modification of the Commonwealth Software. Grantee agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Grantee’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Agreement; provided, however, that neither Grantee nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Grantee uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Grantee agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.
- (e) Impact of Third Party Agreements. Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Grantee, provide Grantee with access to the Commonwealth Software in the form in use by Commonwealth as

of the Effective Date of this Agreement and, (ii) Grantee, as part of the Services to be rendered under this Agreement, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Grantee or any of its subcontractors in connection with Grantee's performance of the Services required by this Agreement.

- (f) Reservation of Rights. All rights, not expressly granted here to Grantee on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.
- (g) Termination of Commonwealth License Grant. Upon the expiration or termination for any reason of Grantee's obligation to provide the Services under this Agreement, all rights granted to Grantee in this Section 12 (OWNERSHIP RIGHTS) shall immediately cease. Grantee shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Grantee's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Grantee shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Grantee shall destroy or erase all other copies of any of the Commonwealth Software then in Grantee's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Grantee may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (h) Effect of License Grant Termination. Consistent with the provisions of this Section, Grantee shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 12 (OWNERSHIP RIGHTS) shall survive any termination of this Agreement.
- (i) Use of Grantee-Owned Software. All software owned by Grantee (Grantee Software) and tools owned by Grantee (Grantee Tools, as defined in paragraph (i) below) prior to the Effective Date of this Agreement shall be and shall remain the exclusive property of Grantee. The Commonwealth shall acquire no rights or interests in the Grantee Software or the Grantee Tools by virtue of this Contract except as set forth in this Section.
- (j) Definition of Grantee Tools. Grantee Tools is defined as any tools, both in object code and source code form, which Grantee has previously developed, or which Grantee independently develops or licenses from a third party, excluding any tools that Grantee creates pursuant to this Agreement. Grantee Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.
- (k) Required Reports, Records and Inventory of Grantee Tools and Grantee
- (l) Software
  - (1) Grantee must provide a list of all Grantee Tools and Grantee Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work

under the Agreement. Grantee must also provide a list of all other Grantee Tools and Grantee Software intended to be used by Grantee to provide the services under this Agreement but will not become part of or necessary for the use of the Developed Materials. All Grantee Tools and Grantee Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 12(k). Grantee may amend these lists from time to time while the Agreement is being carried out or upon its completion. In the event that the Grantee fails to list a Grantee Tool, but can demonstrate that such tool was independently developed by Grantee prior to the Agreement on which it was used, Grantee shall nevertheless retain complete ownership of such Grantee Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Agreement. Any Grantee Tools or Grantee Software not included on the lists will be deemed to have been created under this Agreement.

- (2) As part of its response to a RFP, the Grantee will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.
  - (3) During the term of this Agreement, Grantee shall maintain at its principal office books of account and records showing its actions under this Agreement. Upon reasonable notice by Commonwealth, Grantee shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
  - (4) In the event that Grantee fails to list a Grantee Tool or Grantee Software, but is able to demonstrate that such tool or software was independently developed by Grantee prior to the Effective Date of this Agreement, Grantee shall retain complete ownership of such Grantee Tool or Grantee Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Agreement.
- (m) Expiration or Termination NonExclusive License Grant—Non-Commercial Grantee Tools and Software. Upon the expiration or termination for any reason of Grantee’s obligation to provide the Services under this Agreement, and at the request of Commonwealth, Grantee shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Agreement without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Grantee Software and the non-commercially available Grantee Tools owned by Grantee and used by Grantee in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth’s or such third party’s completion of and maintenance of the Services to be provided by Grantee under this Agreement immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Grantee Software and such non-commercially available Grantee Tools in the form used by Grantee in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Grantee Software or Grantee Tools for which a license is granted under this Section 12

(OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Grantee Software or Grantee Tools as delineated in this Section.

(n) Rules of Usage for Developed Works

- (1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Grantee, then such Developed Works shall be the property of the Grantee, and Grantee hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
- (2) If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Grantee, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Grantee an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Grantee an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Grantee, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Grantee an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this Agreement by the Grantee, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- (4) When the Developed Work is a report provided by a research company that was provided under this Agreement, but which was not developed specifically for the Commonwealth

under this Agreement, the ownership of the Developed Work will remain with the Grantee, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

(o) Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Grantee agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Grantee further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Grantee further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Agreement, Developed Works shall immediately be delivered by Grantee to the Commonwealth. Grantee warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(p) Patent Ownership

(1) Grantee and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Grantee during the performance of this Agreement. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Grantee or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

(2) Grantee shall not use any computer program, code, or any works developed by or for Grantee independently of this Agreement (“Pre-Existing Materials”) in the performance of the Services under this Agreement, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Grantee for performance of Services under this Agreement without Commonwealth consent shall be deemed to be Developed

Works as that term is used in this Section. In the event that Commonwealth provides such consent, Grantee shall retain any and all rights in such Pre-Existing Materials.

- (q) Federal Government Interests. It is understood that funding under this Agreement is provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Grantee or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.
- (r) Usage Rights for Know-How and Technical Information. Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Grantee or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Grantee's provision of Services to Commonwealth under this Agreement.
- (s) Commonwealth Intellectual Property Protection. Grantee acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Grantee shall not in any manner represent that Grantee has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.
- (t) Grantee Intellectual Property Protection. Commonwealth acknowledges that it has no ownership rights in the Grantee Software or Grantee Tools other than those set forth in this Contract, or as may be otherwise granted in writing.
- (u) Source Code and Escrow Items Obligations. Simultaneously with delivery of the Developed Works to Commonwealth, Grantee shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Grantee, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.
- (v) Grantee's Copyright Notice Obligations. Grantee will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Agreement and any associated documentation. It shall also be programmed into any and all

Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

- (w) Commercial Software. If a product or deliverable under this Agreement is commercially available software or requires commercially available software for use and the Grantee is the licensor of the software, Grantee shall enter into a license agreement with the Commonwealth. If a product or deliverable under this Agreement is commercially available software or requires commercially available software for use and the Grantee is not the licensor of the software, the Grantee hereby agrees that, before it incorporates such software into a deliverable, Grantee will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth.

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

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

## **15. PUBLICATION RIGHTS AND/OR COPYRIGHTS**

- (a) Except as otherwise provided in Section 12 (OWNERSHIP RIGHTS), the Grantee shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Grantee shall not include in the documentation any copyrighted matter, unless the Grantee provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 12 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section B of the DHS Addendum to the Terms and Conditions (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Agreement.
- (c) Rights and obligations of the parties under this Section 15 survive the termination of this Agreement.

## **16. DEFAULT**

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, and in addition to its other rights under the Grant, declare the Grantee in default by written notice thereof to the Grantee, and terminate (as provided in Paragraph 18, Termination Provisions) the whole or any part of this Grant for any of the following reasons:
- 1) Failure to begin work within the time specified in the Grant or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Grant terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 5) Discontinuance of work without approval;
  - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 7) Insolvency or bankruptcy;
  - 8) Assignment made for the benefit of creditors;
  - 9) Failure or refusal within 10 days after written notice by the Granting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
  - 11) Breach of any provision of this Grant.
- b. In the event that the Commonwealth terminates this Grant in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Grantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Grant.
- c. If the Grant is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Grantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Grantee has specifically produced or specifically acquired for the performance of such part of the Grant as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Grant price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Grantee and Granting Officer. The Commonwealth may withhold from amounts otherwise due the Grantee for such completed or partially completed works, such sum as the Granting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Grantee's administrative remedies as set forth in Paragraph 19, the Grantee's exclusive remedy shall be to seek damages in the Board of Claims.

**17. FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Grant is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

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

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

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

**a. TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Grant for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.

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

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

**19. GRANT CONTROVERSIES**

- a. In the event of a controversy or claim arising from the Grant, the Grantee must, within six months after the cause of action accrues, file a written claim with the Granting officer for a determination. The claim shall state all grounds upon which the Grantee asserts a controversy exists. If the Grantee fails to file a claim or files an untimely claim, the Grantee is deemed to have waived its right to assert a claim in any forum.
- b. The Granting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Granting officer and the Grantee. The Granting officer shall send his/her written determination to the Grantee. If the Granting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Granting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Grantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Grantee shall proceed diligently with the performance of the Grant in a manner consistent with the determination of the Granting officer and the Commonwealth shall compensate the Grantee pursuant to the terms of the Grant.

## **20. ASSIGNABILITY AND SUBGRANTING**

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

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

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

**21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.** During the term of the Grant, the Grantee agrees as follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- c. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
- d. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- e. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- f. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or

subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

- g. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**22. CONTRACTOR INTEGRITY PROVISIONS.** It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

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

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:

  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

- f. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- g. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- h.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- i.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of 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. GRANTEE RESPONSIBILITY PROVISIONS**

- a.** The Grantee certifies, for itself and all its subGrantees, that as of the date of its execution of this Bid/Grant, that neither the Grantee, nor any subGrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b.** The Grantee also certifies, that as of the date of its execution of this Bid/Grant, it has no tax liabilities or other Commonwealth obligations.
- c.** The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d.** The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.

- e. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for Investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. The Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

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

#### **24. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant or from activities provided for under this Grant on the basis of the disability. As a condition of accepting this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.
- b. The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee's failure to comply with the provisions of subparagraph a above.

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

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

1) Hazardous substances:

- a) The chemical name or common name,

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

2) Hazardous mixtures:

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

3) Single chemicals:

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

4) Chemical Mixtures:

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

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

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

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

- NFPA 704, Identification of the Fire Hazards of Materials.

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

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

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

**26. COVENANT AGAINST CONTINGENT FEES.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

**28. INTEGRATION.** The Grant, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant. No modifications, alterations, changes, or waiver to the Grant or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

**29. CHANGE ORDERS.** The Commonwealth reserves the right to issue change orders at any time during the term of the Grant or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Grant and actual quantities; 2) to make changes to the services within the scope of the Grant; 3) to notify the Grantee that the Commonwealth is exercising any Grant renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Grant to extend the completion date beyond the Expiration Date of the Grant or any renewals or extensions thereof. Any such change order shall be in writing signed by the Granting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Grant, nor, if performance security is being furnished in conjunction with the Grant, release the security obligation. The Grantee agrees to provide the service in accordance with the change order. Any dispute by the Grantee in regard to the performance required under any change order shall be handled through Paragraph 19, "Grant Controversies".

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

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

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL,

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

- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

### **31. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING**

- (a) Notwithstanding any other provision in this Agreement to the contrary, if the Grantee or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Grantee or any of its employees, subcontractors or consultants, the Grantee shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Grantee shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Grantee's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate

firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Grantee shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Grantee shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Agreement and complying with those standards. The Grantee's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Grantee shall perform a security scan on any software or computer program developed by the Grantee or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Grantee shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Grantee to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Grantee's equipment without the Contractor's written consent to do so.
- (d) The Grantee may use the anti-virus software used by the Commonwealth to protect its computing devices used in the course of providing services to the Commonwealth. It is understood that the Grantee may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Agreement.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Grantee's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

DEPARTMENT OF HUMAN SERVICES ADDENDUM TO  
STANDARD 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 five (5) 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 Management Directive 230.10, Commonwealth Travel Policy, as may be amended, 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. 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.

M. 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.

N. 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.

O. 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.

P. CONTRACTOR RESPONSIBILITY TO EMPLOY WELFARE CLIENTS. (Applicable to contracts \$25,000 or more)

1. The contractor, within 10 days of receiving the notice to proceed, must contact the Department of Public Welfare's Contractor Partnership Program (CPP) to present, for review and approval, the contractor's plan for recruiting and hiring recipients currently receiving cash assistance. If the contract was not procured via Request for Proposal (RFP); such plan must be submitted on Form PA-778. The plan must identify a specified number (not percentage) of hires to be made under this contract. If no employment opportunities arise as a result of this contract, the contractor must

identify other employment opportunities available within the organization that are not a result of this contract. The entire completed plan (Form PA-778) must be submitted to the Bureau of Employment and Training Programs (BETP): Attention CPP Division. (Note: Do not keep the pink copy of Form PA-778). The approved plan will become a part of the contract.

2. The contractor's CPP approved recruiting and hiring plan shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to the CPP Division which will make a recommendation to the Contracting Officer regarding course of action. If a contract is assigned to another contractor, the new contractor must maintain the CPP recruiting and hiring plan of the original contract.
  3. The contractor, within 10 days of receiving the notice to proceed, must register in the Commonwealth Workforce Development System (CWDS). In order to register the selected contractor must provide business, location and contact details by creating an Employer Business Folder for review and approval, within CWDS at [HTTPS://WWW.CWDS.STATE.PA.US](https://www.cwds.state.pa.us) . Upon CPP review and approval of Form PA-778 and the Employer Business Folder in CWDS, the Contractor will receive written notice (via the pink Contractor's copy of Form PA-778) that the plan has been approved.
  4. Hiring under the approved plan will be monitored and verified by Quarterly Employment Reports (Form PA-1540); submitted by the contractor to the Central Office of Employment and Training – CPP Division. A copy of the submitted Form PA-1540 must also be submitted (by the contractor) to the DPW Contract Monitor (i.e. Contract Officer). The reports must be submitted on the DPW Form PA- 1540. The form may not be revised, altered, or re-created.
  5. If the contractor is non-compliant, CPP Division will contact the Contract Monitor to request corrective action. The Department may cancel this contract upon thirty (30) days written notice in the event of the contractor's failure to implement or abide by the approved plan.
- . U. AUDIT CLAUSE (applicable to contracts \$100,000 or more). This contract is subject to audit in accordance with the Audit Clause attached hereto and incorporated herein.

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## SUBRECIPIENT / CONTRACTOR AUDITS

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

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The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, non-profit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DHS are subject to DHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DHS provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 23, 2014.

**Subrecipient** means a non-federal 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 received directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a contractor 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 Amendments of 1996; 2 CFR Part 200 as amended; 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.

For years beginning on or after December 26, 2014, a local government or nonprofit organization that expends federal awards of \$750,000 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 outlined in 2 CFR Part 200.501. Please note that for periods prior to this, the threshold is still \$500,000.

If a local government or nonprofit organization expends **total federal awards of less than \$750,000** 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, DHS audit requirements may be applicable.**

#### **B. Department of Human Services Audit Requirements**

**A local government or nonprofit provider must meet the DHS 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 DHS 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 Agreed-Upon Procedures (AUP) Report(s) and applicable schedule requirement(s). The incremental cost for preparation of the AUP Report(s) and the schedule cannot be charged to the federal funding stream.

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## SUBRECIPIENT / CONTRACTOR AUDITS

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

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The local government or nonprofit organization must comply with all federal and state audit requirements including: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained at 2 CFR 200 and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. **In the absence of a federally required audit**, the entity is responsible for the following annual audit requirements, which are based upon the program year specified in this agreement.

Organizations that **expend \$750,000 or more in combined state and federal funds, but less than \$750,000 in federal funds**, during the program year are 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 DHS audit requirements may not be charged to federal funding streams.

If in connection with the agreement, a local government or nonprofit organization **expends \$500,000 or more in combined state and federal funds, but less than \$750,000 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, No. 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The initial compliance attestation shall be completed for the program year specified in the contract and conducted annually thereafter. The incremental cost for preparation of the SSAE 10 report cannot be charged to federal funding streams.

The subrecipient shall submit the compliance attestation reports (if applicable) to the DHS within 90 days after the program year has been completed. When the compliance attestation reports are other than unqualified, the subrecipient shall submit to the DHS, in addition to the compliance attestation reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue other than an unqualified 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 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 \$500,000 combined state and federal funds** during the program year is exempt from DHS audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DHS or a pass-through entity.

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## **SUBRECIPIENT / CONTRACTOR AUDITS**

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

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#### **GENERAL AUDIT PROVISIONS**

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

The Commonwealth reserves the right for federal and state agencies, or their authorized representatives, to perform additional audits of a financial and/or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work may 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.

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

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

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

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

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

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## SUBRECIPIENT / CONTRACTOR AUDITS

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

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#### SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

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

**For years beginning prior to December 26, 2014:** submit an electronic copy of federally required audit reports to the Commonwealth, which shall include:

1. Auditor's reports
  - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated basis of accounting.
  - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should express an opinion on whether the SEFA is fairly stated in all material respects in relation to the subrecipient's basic financial statements taken as a whole. This report can be combined with the independent auditor's report on the basic financial statements or may appear separately in the auditor-submitted document.
  - c. Report on internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - d. Report on compliance and internal control over compliance applicable to each major program in accordance with OMB Circular A-133.
  - e. Schedule of findings and questioned costs.
2. Financial statements and notes thereto
3. SEFA and notes thereto
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Data collection form
7. Management letter (if applicable)

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

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## SUBRECIPIENT / CONTRACTOR AUDITS

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

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Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

**Steps for submission:**

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

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

**For years beginning on or after December 26, 2014:** submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F).

In addition, the subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

**B. DHS Required Audit Reports and Additional Submission by Subrecipients**

1. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the funding provided by this agreement for the contract year ending within the entity's fiscal year end under audit:
  - (a) Verify by comparison of the amounts and classifications that the supplemental financial schedules listed below, which summarize amounts reported to DHS for fiscal year ended {CONTRACT YEAR END}, have been accurately compiled and reflect the audited books and records of (Auditee). Also verify by comparison to the example schedules that these schedules are presented, at a minimum, at the level of detail that directly mirrors the budget page (Rider 3) of the contract. The Schedule of Revenues and Expenditures should mirror the line items on the budget pages of the contract and include a budget and an actual expenditure column pertaining to this period.

Program Name/ Contract Number      Referenced Schedule/Exhibit

(List each individual schedule for all contracts in which the auditee participated.)

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## SUBRECIPIENT / CONTRACTOR AUDITS

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

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- (b) Inquire of management regarding adjustments to reported revenues or expenditures, which were not reflected on the reports submitted to DHS for the period in question.
- (c) Based on the procedures detailed in paragraphs (a) and (b) above, disclose any adjustments and/or findings and identify which have (have not) been reflected on the corresponding schedules.

(List each separately. Indicate whether it has/has not been reflected on the schedule.)

2. Independent Accountant’s Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the entity’s fiscal year end under audit. All Local Governments and Nonprofit Organizations who are submitting a single audit in accordance with 2 CFR Part 200, Subpart F are also required to include in their single audit reporting package a supplemental schedule, which is to be subjected to an Agreed-Upon Procedures engagement. The schedule, for which an example is included in this audit clause as Enclosure I, is a reconciliation of the expenditures listed on the Schedule of Expenditures of Federal Awards (SEFA) to the Federal award income received from the Pennsylvania Department of Human Services (DHS), as noted in the revenue audit confirmation received from the Commonwealth of Pennsylvania. The procedures to be performed on the reconciliation schedule are as follows:

- (a) Agree the expenditure amounts listed on the reconciliation schedule under the “Federal Expenditures per the SEFA” column to the audited Schedule of Expenditures of Federal Awards (SEFA).
- (b) Agree the receipt amounts listed on the reconciliation schedule under the “Federal Awards Received per the audit confirmation reply from Pennsylvania” column to the subrecipient Federal amounts that were reflected in the audit confirmation reply from the Office of Budget, Comptroller Operations.
- (c) Recalculate the amounts listed under the “Difference” column.
- (d) Agree the amounts listed under the “Difference” column to the audited books and records of the Provider.
- (e) Agree the “Detailed Explanation of the Differences” to the audited books and records of the Provider.
- (f) Based on the procedures detailed in paragraphs (a) through (e) above, disclose any adjustments and/or findings which have not been reflected on the corresponding schedules (List each separately.).

# **SUBRECIPIENT / CONTRACTOR AUDITS**

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

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### **PERIOD SUBJECT TO AUDIT**

A federally required audit, conducted in accordance with Subpart F, 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 supplemental schedule(s) of Revenues and Expenditures and the related Independent Accountant's Report on Applying Agreed-Upon Procedures 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 taken or 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; (5) a description of monitoring to be performed to ensure that the steps are taken; and (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 DHS' 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 DHS' audit requirements and the integration of those requirements with the federal Single Audit requirements will be provided by:

Department of Human Services  
Bureau of Financial Operations  
Division of Audit and Review  
Audit Resolution Section  
1st Floor, Forum Place  
555 Walnut Street  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Email: [RA-pwauditresolution@pa.gov](mailto:RA-pwauditresolution@pa.gov)

# SUBRECIPIENT / CONTRACTOR AUDITS

<u>SUBRECIPIENT / CONTRACTOR AUDITS</u>									
AUDIT CLAUSE A – SUBRECIPIENT									
Local Governments and Nonprofit Organizations									
<u>ENCLOSURE I</u>									
Entity Name									
Year Ended (ORGANIZATION'S FINANCIAL STATEMENT DATE)									
SUPPLEMENTAL SCHEDULE									
RECONCILIATION									
Federal Awards Passed through the Pennsylvania Department of Human Services									
Expenditures per the SEFA to Revenue Received per the Pennsylvania Audit Confirmation Reply									
CFDA Name	CFDA Number	Federal Expenditures per the SEFA	Federal Awards Received per the audit confirmation reply from Pennsylvania	Difference	Detailed Explanation of the Differences				
		\$	\$	\$					

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## SUBRECIPEINT / CONTRACTOR AUDITS

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

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The Commonwealth of Pennsylvania, Department of Human Services (DHS), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DHS are subject to DHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DHS provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended December 23, 2014.

**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 received directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a contractor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

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

The for-profit organization must comply with all federal and state audit requirements including: The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; 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.

For years beginning on or after December 26, 2014, a for-profit organization **is required** to have an audit if it expends a total of \$750,000 or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Title 45, CFR 75.501(i) incorporates the thresholds and deadlines of 2 CFR Part 200 as amended, and provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements:

1. A financial audit conducted in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised; or
2. An audit that meets the requirements contained in 2 CFR Part 200.

If a for-profit organization expends **total federal awards of less than \$750,000** 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, DHS audit requirements may be applicable.**

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## SUBRECIPEINT / CONTRACTOR AUDITS

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

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#### **B. Department of Human Services Audit Requirements**

##### **A for-profit provider must meet the DHS 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 DHS 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 Agreed-Upon Procedures (AUP) Report(s) and applicable schedule requirement(s). The incremental cost for preparation of the AUP Report(s) and the schedule cannot be charged to federal funding streams.

**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 \$500,000 or more in combined state and federal funds, but less than \$750,000 in 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, No. 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The initial compliance attestation shall be completed for the program year specified in the contract and conducted annually thereafter. The incremental cost for preparation of the SSAE 10 report cannot be charged to federal funding streams.

The subrecipient shall submit the compliance attestation reports (if applicable) to the DHS within 90 days after the program year has been completed. When the compliance attestation reports are other than unqualified, the subrecipient shall submit to the DHS, in addition to the compliance attestation reports, a plan describing what actions the subrecipient will implement to correct the situation that caused the auditor to issue other than an unqualified 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 \$500,000 combined state and federal funds** during the program year is exempt from DHS audit requirements, but is required to maintain auditable records for each contract year. Records must be available for review by appropriate officials of the DHS or a pass-through entity.

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## **SUBRECIPEINT / CONTRACTOR AUDITS**

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

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#### **GENERAL AUDIT PROVISIONS**

A for-profit organization is responsible for obtaining the necessary audit and securing the services of an independent, licensed 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 may 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.

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

The subrecipient shall maintain books, records, and documents related to this contract for a period of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. Any records that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with contract terms and conditions must be maintained.

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

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

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

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## SUBRECIPEINT / CONTRACTOR AUDITS

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

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#### SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

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

**For years beginning prior to December 26, 2014:** Submit an electronic copy of federally required audit reports to the Commonwealth, which shall include:

1. Auditor's reports (The reports will vary depending on whether it is an audit that meets the requirements contained in OMB Circular A-133, or a financial audit conducted in accordance with generally accepted Government Auditing Standards (The Yellow Book), revised)
  - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated basis of accounting.
  - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should express an opinion on whether the SEFA is fairly stated in all material respects in relation to the subrecipient's basic financial statements taken as a whole. This report can be combined with the independent auditor's report on the basic financial statements or may appear separately in the auditor-submitted document.
  - c. Report on internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - d. Report on compliance and internal control over compliance applicable to each major program in accordance with OMB Circular A-133.
  - e. Schedule of findings and questioned costs.
2. Financial statements and notes thereto
3. SEFA and notes thereto (only for an audit that meets the requirements contained in OMB Circular A-133)
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Management letter (if applicable)

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

Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

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## SUBRECIPEINT / CONTRACTOR AUDITS

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### SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

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**Steps for submission:**

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

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

**For years beginning on or after December 26, 2014:** submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in 2 CFR Part 200, Subpart F – Audit Requirements (Subpart F).

In addition, the subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account [RA-BOASingleAudit@pa.gov](mailto:RA-BOASingleAudit@pa.gov).

**B. DHS Required Audit Reports and Additional Submission by Subrecipients**

1. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the funding provided by this agreement for the contract year ending within the entity's fiscal year end under audit:
  - (a) Verify by comparison of the amounts and classifications that the supplemental financial schedules listed below, which summarize amounts reported to DHS for fiscal year ended {CONTRACT YEAR END}, have been accurately compiled and reflect the audited books and records of (Auditee). Also verify by comparison to the example schedules that these schedules are presented, at a minimum, at the level of detail that directly mirrors the budget page (Rider 3) of the contract. The Schedule of Revenues and Expenditures should mirror the line items on the budget pages of the contract and include a budget and an actual expenditure column pertaining to this period.

Program Name/ Contract Number      Referenced Schedule/Exhibit

(List each individual schedule for all contracts in which the auditee participated.)

- (b) Inquire of management regarding adjustments to reported revenues or expenditures, which were not reflected on the reports submitted to DHS for the period in question.

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## SUBRECIPEINT / CONTRACTOR AUDITS

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### SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

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- (c) Based on the procedures detailed in paragraphs (a) and (b) above, disclose any adjustments and/or findings and identify which have (have not) been reflected on the corresponding schedules.

(List each separately. Indicate whether it has/has not been reflected on the schedule.)

2. Independent Accountant's Report on Applying Agreed-Upon Procedures – which consist of the following procedures for the entity's fiscal year end under audit. All For-Profit Organizations who are submitting a single audit in accordance with Title 45, CFR 75.501(i) are also required to include in their single audit reporting package a supplemental schedule, which is to be subjected to an Agreed-Upon Procedures engagement. The schedule, for which an example is included in this audit clause as Enclosure I, is a reconciliation of the expenditures listed on the Schedule of Expenditures of Federal Awards (SEFA) to the Federal award income received from the Pennsylvania Department of Human Services (DHS), as noted in the revenue audit confirmation received from the Commonwealth of Pennsylvania. The procedures to be performed on the reconciliation schedule are as follows:

- (a) Agree the expenditure amounts listed on the reconciliation schedule under the "Federal Expenditures per the SEFA" column to the audited Schedule of Expenditures of Federal Awards (SEFA).
- (b) Agree the receipt amounts listed on the reconciliation schedule under the "Federal Awards Received per the audit confirmation reply from Pennsylvania" column to the subrecipient Federal amounts that were reflected in the audit confirmation reply from the Office of Budget, Comptroller Operations.
- (c) Recalculate the amounts listed under the "Difference" column.
- (d) Agree the amounts listed under the "Difference" column to the audited books and records of the Provider.
- (e) Agree the "Detailed Explanation of the Differences" to the audited books and records of the Provider.
- (f) Based on the procedures detailed in paragraphs (a) through (e) above, disclose any adjustments and/or findings which have not been reflected on the corresponding schedules (List each separately.).

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## SUBRECIPEINT / CONTRACTOR AUDITS

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### SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

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#### PERIOD SUBJECT TO AUDIT

A federally required audit, conducted in accordance with Subpart F, or Title 45, CFR 75.501(i), as appropriate, 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 supplemental schedule(s) of Revenues and Expenditures and the related Independent Accountant's Report on Applying Agreed-Upon Procedures 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 taken or 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; (5) a description of monitoring to be performed to ensure that the steps are taken; and (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 DHS' 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 DHS' audit requirements and the integration of those requirements with the federal Single Audit requirements will be provided by:

Department of Human Services  
Bureau of Financial Operations  
Division of Audit and Review  
Audit Resolution Section  
1st Floor, Forum Place  
555 Walnut Street  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Email: [RA-pwauditresolution@pa.gov](mailto:RA-pwauditresolution@pa.gov)

# SUBRECIPIENT / CONTRACTOR AUDITS

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<u>SUBRECIPIENT / CONTRACTOR AUDITS</u>									
AUDIT CLAUSE B – SUBRECIPIENT									
For-Profit Organizations									
<u>ENCLOSURE I</u>									
Entity Name									
Year Ended (ORGANIZATION'S FINANCIAL STATEMENT DATE)									
SUPPLEMENTAL SCHEDULE									
RECONCILIATION									
Federal Awards Passed through the Pennsylvania Department of Human Services									
Expenditures per the SEFA to Revenue Received per the Pennsylvania Audit Confirmation Reply									
<u>CFDA Name</u>	<u>CFDA Number</u>	<u>Federal Expenditures per the SEFA</u>	<u>Federal Awards Received per the audit confirmation reply from Pennsylvania</u>	<u>Difference</u>	<u>Detailed Explanation of the Differences</u>				
		\$	\$	\$					

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## SUBRECIPIENT / CONTRACTOR AUDITS

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### AUDIT CLAUSE D – CONTRACTOR

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

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

#### **Department of Human Services Audit Requirement**

If in connection with the agreement, an entity **expends \$500,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements No. 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The initial compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter.

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

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

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

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## SUBRECIPIENT / CONTRACTOR AUDITS

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### AUDIT CLAUSE D – CONTRACTOR

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

#### **DHS Required Audit Report Submission**

The contractor shall submit the SSAE 10 report to the DHS within 90 days after the required period of audit has ended. When the SSAE 10 report is other than unqualified, the contractor shall submit to the DHS, in addition to the audit report, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified opinion, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

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

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

#### **REMEDIES FOR NONCOMPLIANCE**

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

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

#### **TECHNICAL ASSISTANCE**

Technical assistance on the DHS' audit requirements will be provided by:

Department of Human Services  
Bureau of Financial Operations  
Division of Audit and Review  
Audit Resolution Section  
1st Floor, Forum Place  
555 Walnut Street  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Email: [RA-pwauditresolution@pa.gov](mailto:RA-pwauditresolution@pa.gov)

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## SUBRECIPIENT / CONTRACTOR AUDITS

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### AUDIT CLAUSE D – CONTRACTOR ENCLOSURE I

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

#### Independent Accountant's Report

[Introductory Paragraph]

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

[Scope Paragraph]

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

[Opinion Paragraph]

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

[DATE]

[SIGNATURE]

## **COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE ADDENDUM**

**WHEREAS**, the Pennsylvania Department of Human Services (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, ), as amended, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 *et seq.*, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

**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 may be used or disclosed only in accordance with this Addendum and the standards established by applicable laws and agency guidance.

**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 must be handled in accordance with this Addendum and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

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

### **1. Definitions.**

- a. “Business Associate” shall have the meaning given to such term under HIPAA, the HITECH Act, applicable regulations and agency guidance.
- b. “Covered Entity” shall have the meaning given to such term under HIPAA, the HITECH Act and applicable regulations and agency guidance.
- c. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- d. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- e. “Privacy Rule” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- f. “Protected Health Information” or “PHI” shall mean 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 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, the HITECH Act and related regulations and agency

guidance. PHI also includes any and all information that can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity (or Covered Entity's contractors/business associates).

- g. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- h. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the purposes of providing IEB services under its Agreement with Covered Entity, except as otherwise stated in this Addendum.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Limits On Use And Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Addendum or as required by law and agency guidance.
- b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Addendum. 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 and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to DHS Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- d) **Reports Of Security Incidents.** In addition to the breach notification requirements in section 13402 of the HITECH Act and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to DHS Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance.
- e) **Subcontractors And Agents.** At any time PHI is provided or made available to Business Associate 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 Addendum.

- (f) Right Of Access To PHI.** Business Associate shall allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide the individual with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and the individual. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five (5) business days. Business associate shall further conform with all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- (g) Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If an individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- (h) Provide Accounting Of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. 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, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures.
- (i) Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- (j) Access To Books And Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, 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 applicable laws and agency guidance.
- (k) Return Or Destruction Of PHI.** At termination or expiration of the contract, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate may not retain any copies of the PHI after termination or expiration of its contract. If return or destruction of the PHI is not feasible, Business Associate shall extend the protections of

this Addendum 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.

- (l) Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the its contract and this Addendum and shall continue to maintain the information required under the various documentation requirements of its contract and this Addendum (such as those in §3(h)) for a period of six (6) years after termination or expiration of its contract, unless Covered Entity and Business Associate agree otherwise.
- (m) Mitigation Procedures.** Business Associate shall establish and provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Addendum or the Privacy Rules, as amended. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum or applicable laws and agency guidance.
- (n) Sanction Procedures.** Business Associate shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Addendum, applicable laws or agency guidance.
- (o) Grounds For Breach.** Non-compliance by Business Associate with this Addendum or the Privacy or Security Rules, as amended, is a breach of the contract, for which the Commonwealth may elect to terminate Business Associate's contract.
- (p) Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that Business Associate has violated a material term of this Addendum.
- (q) Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Addendum, 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 Addendum and applicable laws and agency guidance.
- (r) Privacy Practices.** Covered Entity 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 Covered Entity. Covered Entity may change 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. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § 164.520.

#### **4. OBLIGATIONS OF COVERED ENTITY:**

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

## ENHANCED MINIMUM WAGE PROVISIONS

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

  - b. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - c. covered by a collective bargaining agreement;
  - d. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - e. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.