



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

Daniel R. Boyd  
Director

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

November 30, 2010

**SUBJECT: RFP 14-09 Medical Assistance Transportation Program (MATP) Services in Philadelphia County**

Dear Prospective Offeror:

You are invited to submit a proposal for the above subject RFP for the Commonwealth of Pennsylvania, Department of Public Welfare in accordance with the attached Request for Proposal (RFP).

All proposals must be submitted as follows: **Technical Proposal: Eight (8) paper copies of the Technical Submittal: two (2) paper copies each of the following; Cost Submittal, Disadvantage Business, Contractor Partnership Program and Mentor Protégé program** to the Pennsylvania Department of Public Welfare, Division of Procurement, Room 525, Health and Welfare Building, 625 Forster Street, Harrisburg, PA 17120. **Proposals must be received at the above address no later than two o'clock P.M. (2:00 P.M.) on January 31, 2011. Late Proposals will not be considered regardless of the reason.**

All questions should be directed to Tyrone Williams, **Project Officer, Department of Public Welfare, Office of Medical Assistance Programs** via e-mail [tywilliams@state.pa.us](mailto:tywilliams@state.pa.us) no later than **December 7, 2010.**

**In addition, a Pre-Proposal Conference will be held at 2:30 P.M. on Monday, December 13, 2010 at the Clothes Tree Conference Room, DGS Annex Complex Building # 36, 25 Beech Drive, Harrisburg, PA 17110.**

Proposals **must** be signed by an official authorized to bind the Offeror to its provisions. Also, please include your Federal Identification Number and the Point of Contact's email address on the cover sheet of your proposal. Evaluation of proposals and selection of Offerors will be completed as quickly as possible after receipt of proposal.

Sincerely,

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

Daniel R. Boyd  
Director of Procurement

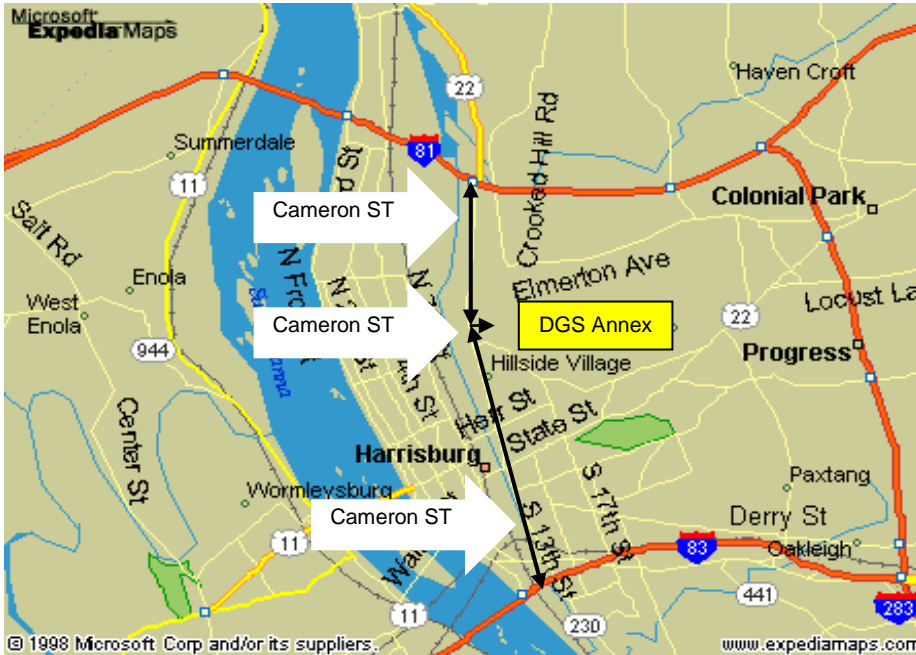
Attachments

## Directions to the DGS Complex Annex

DGS Complex 2 AKA: The former Harrisburg State Hospital Complex is easily accessible from various alternate routes. However, the directions shown below are from the most commonly used highways, interstate highways, and city streets. You may want to consult other maps prior to your trip to familiarize yourself with the Harrisburg area. You must access the DGS Complex Annex through the **MAIN ENTRANCE** located off Cameron Street. Look for DGS Complex 2 signs.

Follow the North Circle Drive instructions below to Cherrywood Bldg. (Land mark: Willow Oak and the Cherrywood Buildings are connected by an overhead walkway).

If you need to call for additional directions the phone number at the Willow Oak Building, guard's desk, is: 717.772.7164

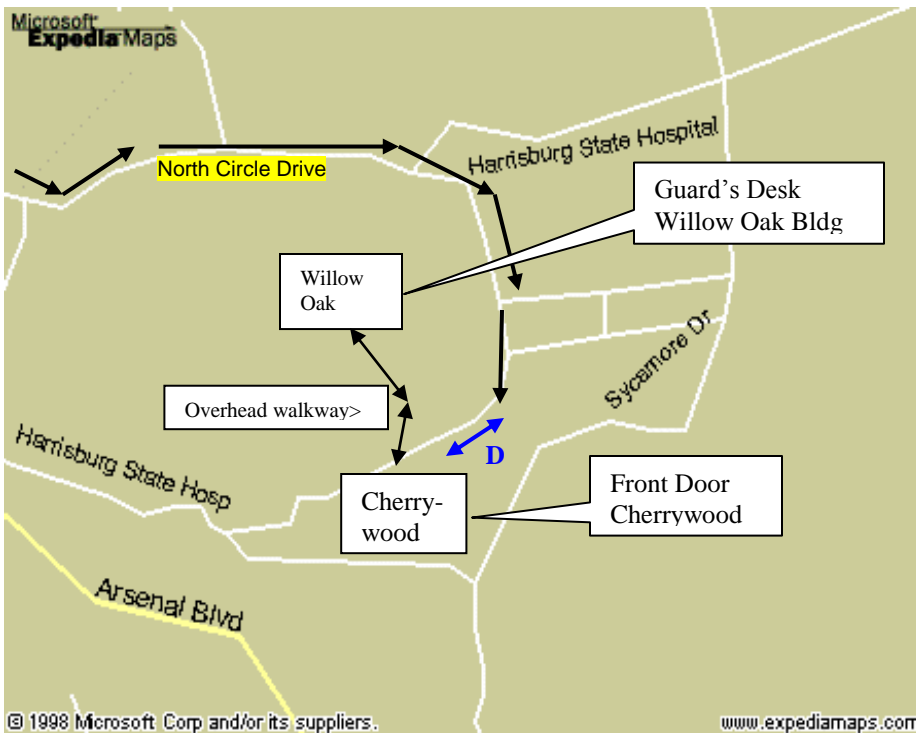


### To Cameron Street from major local highways:

**From I-83 North or South** take the 2<sup>nd</sup> Street Exit. At the bottom of the ramp at the 1<sup>st</sup> traffic light, turn right onto Paxton St. Drive straight ahead to the next light. This is Cameron Street. Turn LEFT onto Cameron. (Approx 2 miles from this point to DGS Complex Annex)

**From I-81 North or South** take the Exit marked Cameron St/State Farm Show. (Approx ¼-1/2 mile from the ramp) See directions in map below.

**From the PA Turnpike East or West.** Take Exit 247, to 283 NORTH to I-83 NORTH (**STAY ON I-83 NORTH**) to the junction of I-81. Take I-81 South to the Cameron Street Exit. (Approx 7-9 miles from Exit 247 to Cameron St.)



### Easy instructions to Cherrywood Bldg

The main entrance to the DGS Annex Complex (formerly Hbg State Hosp) is located on Cameron Street across from the State Farm Show Main Parking Lot.

Other useful landmarks: Elmerton Avenue and Herr Street. The entrance to the DGS Complex Annex is between these two landmarks. There is a traffic light at the entrance to the DGS Complex Annex.

Upon entering the grounds, follow Azalea Drive to North Circle Drive. (Approx 50 yds from Cameron) Bear **LEFT** onto North Circle Drive. Follow North Circle Drive to Bldg #33 which is the Cherrywood Bldg.

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Technical Submittal**

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Disadvantaged Business (DB) Submittal**

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Cost Submittal**

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Mentor Protégé Submittal**

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Contractor Partnership Program (CPP) Submittal**

From:

RFP #: 14-09  
Due Date: January 31 , 2011, 2:00 PM  
Department of Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120

**Innovative Solution(s) Submittal**

**REQUEST FOR PROPOSALS FOR**

**Medical Assistance Transportation Program (MATP)  
Services in Philadelphia County**

**ISSUING OFFICE**

**Commonwealth of Pennsylvania  
Department of Public Welfare  
Bureau of Financial Operations  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120**

**RFP 14-09**

**DATE OF ISSUANCE**

**November 30, 2010**

**REQUEST FOR PROPOSALS FOR  
Medical Assistance Transportation Program (MATP) Services  
in Philadelphia County**

**TABLE OF CONTENTS**

<b>CALENDAR OF EVENTS</b>	<b>[iii]</b>
<b>Part I—GENERAL INFORMATION</b>	<b>[1]</b>
<b>Part II—PROPOSAL REQUIREMENTS</b>	<b>[12]</b>
<b>Part III—CRITERIA FOR SELECTION</b>	<b>[33]</b>
<b>Part IV—WORK STATEMENT</b>	<b>[37]</b>

**APPENDICES**

Appendix A – Standard Terms and Conditions	
Appendix B – DPW Addendum to Standard Terms and Conditions	
Appendix C – Domestic Workforce Utilization Certification	
Appendix D – Proposal Cover Sheet	
Appendix E – Lobbying Certification Form and, Disclosure of Lobbying Activities	
Appendix F – Format for Questions	
Appendix G – CWOPA Business Associate (HIPAA)	
Appendix H - MATP Monthly Data File Format	
Appendix I – Pricing Proposal Template	
Appendix J – Cost Verification Worksheet	
Appendix K – Audit Clause	
Appendix L – Corporate Reference Questionnaire	
Appendix M – Draft Grant Agreement	
Appendix N – Eligibility Guidelines	
Appendix O – Sample Readiness Review Elements	
Appendix P – Performance Standards	
Appendix Q(1) – Philadelphia County MATP Data Book Part 1: Historical MATP Data and Current Demographic Information	
Appendix Q(2) – Philadelphia County MATP Data Book Part 2: Pennsylvania Medicaid Managed Care Organization (MCO) Directory	
Appendix Q(3) – Philadelphia County MATP Data Book Part 3: Healthcare Benefit Packages	

## 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:tywilliams@state.pa.us">[tywilliams@state.pa.us]</a> .	Potential Offerors	12/07/10
Preproposal Conference: 2:30-4:00 p.m. Clothes Tree Conference Room DGS Annex Complex Bldg # 36 25 Beech Drive Harrisburg, PA 17110	Issuing Office/Potential Offerors	12/13/10
Answers to Potential Offeror questions posted to the DGS website <a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a> no later than this date.	Issuing Office	12/20/10
Please monitor website for all communications regarding the RFP.	Potential Offerors	N/A
Sealed proposal must be received by the Issuing Office at <b>BUREAU OF FINANCIAL OPERATIONS</b> <b>DIVISION OF PROCUREMENT</b> <b>ROOM 525 HEALTH AND WELFARE BUILDING</b> <b>COMMONWEALTH AVENUE &amp; FORSTER STREET</b> <b>HARRISBURG, PA 17120</b> <b>by 2:00 pm.</b>	Offerors	01/31/11

## 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 the Department of Public Welfare’s (Department) /Office of Medical Assistance Programs, Bureau of Managed Care Operations consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Medical Assistance Transportation Program (MATP) Services in Philadelphia County**

**I-2. Issuing Office.** The **Bureau of Financial Operations, Division of Procurement** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Tyrone Williams, Office of Medical Assistance Programs, Bureau of Managed Care Operations, P.O. Box 2675, Harrisburg, PA 17105, [tywilliams@state.pa.us](mailto:tywilliams@state.pa.us), **the Project Officer for this RFP. Please refer all inquiries to the Project Officer.**

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

**I-4. Problem Statement.** This RFP is being issued to procure the services of a transportation broker responsible for coordination of the non-emergency medical transportation program in Philadelphia County. To ensure access to Medicaid services, Federal regulations at 42 C.F.R. 431.53 requires states to assure necessary emergency and non-emergency medical transportation to and from Medicaid authorized services. In Pennsylvania, the Medicaid Program is referred to as the Medical Assistance (MA) Program, and the Federal Non-Emergency Medical Transportation (NEMT) Program is referred to as the Medical Assistance Transportation Program (MATP). The MATP must operate in accordance with applicable Federal and state statutes, regulations, and policy, including the Pennsylvania State Plan under Title XIX of the Social Security Act, Attachment 3.1D, 55 Pa. Code Chapter 2070. Additional detail is provided in **Part IV** of this RFP.

**I-5. Type of Agreement.** It is proposed that if the Department enters into an agreement as a result of this RFP, it will be a **Capitated Per Member Per Month (PMPM) Model**, including all appendices and attachments, and the selected Offeror’s proposal.

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

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

**I-7. Incurring Costs.** The Department is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the agreement.

**I-8. Preproposal Conference.** The Department will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Project Officer in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Department provides an answer. Offerors may also ask questions at the conference. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Preproposal Conference is optional.

**I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 14-09 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. Offerors should use the format for questions as outlined in **Appendix F, Format for Questions**. The Offeror shall not attempt to contact the Project Officer by any other means. The Issuing Office shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Department 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 the Issuing Office. The Department does not consider questions to be a protest of the specifications or of the solicitation.

**I-10. Addenda to the RFP.** If the Department deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the 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-11. 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. The Department 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. The Department will reject, unopened, any late proposals.



**I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office using the format provided in **Part II**, providing eight (8) paper copies of the **Technical Submittal and two (2) paper copies of the Cost Submittal, two (2) paper copies of the Disadvantaged Business Submittal, two (2) paper copies of the Mentor Protégé Program Submittal, and two (2) paper copies of the Contractor Partnership Program Submittal.** In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost, Disadvantaged Business, and Contractor Partnership Program Submittal along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. 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 D to this RFP) 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 **120** days or until an agreement is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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 prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements

**I-13. Disadvantaged Business Information.** The Department encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or 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. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and

- b. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.
- c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the Offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Minority and Women Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 787-3119  
Fax: (717) 787-7052  
Email: [gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

**I-14. Information Concerning Small Businesses in Enterprise Zones.** The Department encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent

employees and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie  
Center for Community Building  
PA Department of Community and Economic Development  
4<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-0225  
Phone: (717) 720-7409  
Fax: (717) 787-4088  
Email: [akartorie@state.pa.us](mailto:akartorie@state.pa.us)

#### **I-15. Contractor Partnership Program (CPP)**

- a. **Overview.** The Contractor Partnership Program (CPP) was created by Pennsylvania's Department of Public Welfare (DPW) to create additional employment opportunities within the Commonwealth. The CPP is designed to leverage the economic resources of DPW to create jobs for individuals currently receiving Temporary Assistance to Needy Families (TANF) cash assistance by maximizing the recruitment, hiring and retention of those individuals by Commonwealth contractors, subcontractors and grantees. The CPP utilizes its partnerships with the local Workforce Investment Agencies (WIAs), County Assistance Offices (CAOs), service delivery providers and other community action agencies to advance this goal.

The CPP requires individuals contracting with DPW to make a commitment to fill their vacancies and new positions with individuals currently receiving TANF cash assistance. The CPP will work cooperatively with contractors to assist in these efforts by coordinating the resources of local service providers to assist in the identification of qualified individuals for employment opportunities. While the CPP will provide assistance the Contractor is ultimately responsible for ensuring the goal is met.

Through CPP, DPW expects not only to increase the employment rate for individuals receiving TANF cash assistance, but to continue to contribute to the economic growth of the Commonwealth.

- b. **Eligibility Requirements.** In order for Contractors to receive credit toward meeting the CPP contract requirements they must hire individuals currently receiving TANF cash assistance from DPW. This includes but it is not limited to individuals currently participating in any of DPW's employment and training programs such as EARN (Work Support and Career Development), Supported Work, Supported Engagement, Industry Specific Initiatives, KEYS., as well as,

those individuals in self initiated activities at the CAO. Individuals receiving medical assistance and/or foods stamps only **are not** eligible.

For more information about the CPP please contact: Contractor Partnership Program  
PA Department of Public Welfare  
Health & Welfare Building  
2nd Floor West  
7<sup>th</sup> & Forster Streets  
Harrisburg PA 17105  
Phone: 1-866-840-7214/Fax: (717) 787-4106  
Email: [RA-BETPCPP@state.pa.us](mailto:RA-BETPCPP@state.pa.us)

#### **I-16. Mentor Protégé Program (MPP)**

**Protégé Program Overview.** The MPP is a key element of the DPW's contracting goal to mentor and develop skills related to the services identified in this RFP and to assure that DGS BMWBO **certified** MBE's, WBE's and Disadvantaged Businesses are provided access to opportunities generated under the resulting agreement. The MPP has been launched to achieve that objective.

The MPP requires all individuals contracting with DPW to make a commitment to establish a formal Mentor Protégé Program that will further develop the skills related to the services in this RFP with regard to the capacity and capability of BMWBO **certified** MBE's, WBE's and Disadvantaged Businesses. DPW is committed to assisting prime contractors who undertake this important small business growth and development initiative. Each contractor electing to participate in this program will identify BMWBO **certified** MBE's, WBE's and Disadvantaged Businesses to receive mentorship assistance.

Refer to Section I-13 of this RFP for information concerning the identification of Disadvantaged Businesses.

Offerors are encouraged to seek input and guidance from DPW's Bureau of Equal Opportunity – Mentor Protégé Plan (DPW BEO - MPP) concerning this program:

Merry-Grace Majors. Director  
Bureau of Equal Opportunity (DPW BEO – MPP)  
Mentor Protégé Program  
Department of Public Welfare  
Commonwealth of Pennsylvania  
Phone: (717) 787-3336  
E-mail: [mmajors@state.pa.us](mailto:mmajors@state.pa.us)

While DPW BEO - MPP will provide assistance, the Offeror is ultimately responsible for ensuring the goal is met.

**I-17. 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-18. Alternate Proposals.** The Department has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Department will not accept alternate proposals.

**I-19. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Department to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Project Officer will initiate requests for clarification.

**I-20. Prime Contractor Responsibilities.** The agreement will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Department will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

**I-21. 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, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of 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 an agreement 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. Financial capability information submitted in response to Part II, Section II-6 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-22. Best and Final Offers.** The Department reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Department may do one or more of the following:

- Enter into pre-selection negotiations,
- Schedule oral presentations; and
- Request revised proposals.

The Department will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the agreement requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Department has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations. However, Offerors are encouraged to maintain or increase their commitment to Disadvantage Business during the best and final offer process and negotiations.

**I-23. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Department, and then only in coordination with the Department.

**I-24. Restriction of Contact.** From the issue date of this RFP until the Department selects a proposal for award, the Project Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Department to reject the offending Offeror’s proposal. If the Department later discovers that the Offeror has engaged in any violations of this condition, the Department may reject the offending Offeror’s proposal or rescind its agreement award. Offerors must agree not to distribute any part of their proposals beyond the Department. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-25. Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. 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 the filing of a protest.

**I-26. Issuing Office Participation.** Offerors 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-26**.

**I-27. Term of Agreement.** The term of the agreement will commence on December 1, 2011 and will end after three years. The Department may, at its discretion, choose to extend the term of the agreement for one additional period of two years. The Department will fix the Effective Date after the agreement has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the agreement and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the agreement.

**I-28. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. The Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the agreement(s). The Commonwealth may 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 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, nor the approximate price(s) or amount(s) of its proposal 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 on this agreement, 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 in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the 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.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, 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 if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Department, any recommendations to the Department concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, 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 receives a fully executed and approved written agreement from the Department, there is no legal and valid agreement, in law or in equity, and the Offeror shall not begin to perform.

**I-29. Notification of Selection.** The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Department has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Department.

**I-30. RFP Protest Procedure.** Offerors and prospective Offerors who are aggrieved in connection with the solicitation or award of an agreement under this RFP may file a protest with the Department. 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 Public Welfare  
Division of Procurement  
Room 525 Health and Welfare Building  
Commonwealth Avenue and Forster Street  
Harrisburg, Pennsylvania 17120  
Attn: Daniel R. Boyd  
Fax: 717-787-3560  
Email address: [dboyd@state.pa.us](mailto:dboyd@state.pa.us)

Offerors and prospective Offerors may file a protest electronically or by facsimile but also must simultaneously send a hard copy of the protest to the address listed above.

**I-31. 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 insure 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-32. Liquidated Damages.** The selected contractor agrees that its failure to meet certain agreement requirements as defined in this section will result in damage to the Department; however, it is impractical and extremely difficult to establish the actual amount of damage to the Department. In the event, the selected contractor fails to meet an agreement requirement as defined in this section; in addition to any other remedies the Department may have, the Department may assess the amounts described in the agreement as liquidated and agreed upon damages.

- a. **Assessment of Liquidated Damages** – the Department, in its sole discretion, may assess liquidated damages. Liquidated damages shall be paid by the selected contractor and collected by the Department by deducting them from the invoices submitted under the agreement, or any other contract the selected contractor has with the Commonwealth, by collecting them through performance security, if any, or by billing the selected contractor as a separate item.
- b. **Delays.** The Department may not assess liquidated damages if the selected contractor's failure to satisfy the agreement requirement is caused by the Department or if the delay arises out of causes beyond the control and without fault or negligence of the selected contractor, its subcontractors, consultants or agents.
- c. **Disadvantaged Business Commitment.** The selected contractor must fulfill its agreed upon commitment to Disadvantaged Business as defined in its final work plan approved by the Department. The Department may impose liquidated damages up to the maximum amount set forth in this section for the selected contractor's failure to meet this agreed upon commitment, including the agreed upon time frames. In the event the selected contractor fails to meet its agreed upon commitment, The Department may assess up to the amount of 75% of the amount of the selected contractor's unmet Disadvantaged Business commitment.
- d. **Contractor Partnership Program.** The selected contractor must fulfill its agreed upon commitment to the Contractor Partnership Program as defined in its final work plan approved by the Department. The Department may impose liquidated damages up to the maximum amount set forth in this section for the selected contractor's failure to meet this agreed upon commitment, including the agreed upon time frames. In the event the selected contractor fails to meet its agreed upon commitment to the Contractor Partnership Program, the amount assessed will be a percentage of the total value of the agreement and determined prior to agreement execution.

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7** and Domestic Workforce Utilization Certification Submittal **II-10**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-8**;
- c. Cost Submittal in response to RFP **Part II, Section II-9**;
- d. Contractor Partnership Program Submittal, in response to RFP **Part II, Section II-11**; and
- e. Mentor Protégé Program Submittal, in response to the RFP **Part II, Section II-12**

The Department may request additional information that, in the Department's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

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

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Prior Experience.** Include experience in providing necessary non-emergency medical transportation to and from Medicaid (Medical Assistance) authorized services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

- 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 as part of this section.

Offerors must identify any current contracting or subcontracting relationship(s) that may result in a conflict of interest with the requirements of this RFP. Offerors hereby expressly, and as a condition precedent to the receipt of state and federal funds, ensure compliance with 42 CFR §455.104, 105, and 106, as well as 42 CFR 1001.1901 with regard to provider disclosure information, business transactions, criminal conviction information and the obligation to screen for Medical Assistance excluded providers. The Offeror must assure that required information disclosure cited above is obtained from any and all subcontractors, upon request, for service delivery under the MATP Grant Agreement.

Offerors must also abide by the Department's conflict of interest standards identified in Appendix A, Standard Terms and Conditions for Services and Appendix B, Department of Public Welfare Addendum to Standard Terms and Conditions.

- b. **Corporate Experience.** The Offeror must describe experience providing similar services, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. The Offeror must identify any Medicaid transportation contracts and grants or other demand-responsive transportation sub-contracts, currently or previously held by Offeror. The Offeror must identify any contract or grant terminations and provide an explanation. If the Offeror is proposing to use any non-transportation subcontractors, it must include all similar or related contract history of that subcontractor. If the Offeror does not have past experience operating a transportation brokerage service, Offeror shall describe any other in providing services to large volumes of individuals of similar demographics to the Philadelphia MA population.

The Offeror must include the following information for each contract or grant:

- Name of the organization
- Address of organization
- Organization contact name and title
- Organization contact telephone number
- Contract type (type of services rendered, no more than 20 words)
- Annual value
- Annual completed one-way trips (if applicable)
- Annual incoming phone calls received (if applicable)
- Geographic coverage area of contract
- Dates of service

The Offeror shall describe the background and success of the Offeror's organization and its non-transportation subcontractors, if any, in brokering or providing transportation services and/or call center services. In discussing their

experience and qualifications, the Offeror shall include responses to the following specific questions:

1	Describe the Offeror's experience in managing subcontractor transportation companies, including monitoring and oversight activities (or other subcontractors).
2	Describe the Offeror's experience in documenting and ensuring on-time performance from subcontractor transportation companies. Include on-time performance rate for the most recent quarter for any referenced project.
3	Describe the Offeror's experience in managing or operating call centers.
4	Describe the Offeror's experience in documenting and ensuring high standards of call center responsiveness. Include any available statistics from Automated Call Distribution (ACD) reports documenting performance on any referenced contracts or grants.
5	Describe the Offeror's experience in performing Medicaid transportation eligibility functions to ensure least-costly provision of services (or other relevant eligibility determination).
6	Describe the Offeror's experience in training drivers and call center operators. Provide a set of driver and call center training materials and training plans from referenced contracts or grants.
7	Describe the Offeror's experience in inspecting vehicles and enforcing vehicle standards. Provide a set of inspection forms and protocols from referenced contracts or grants.
8	Describe the Offeror's experience in recording and responding to complaints. Provide complaint reports from latest quarter from a relevant project.
9	Describe the Offeror's experience in developing cost effective strategies that increase access and quality and reduce cost in the context of transportation, healthcare, or other human service area.
10	Describe the Offeror's experience in implementing a project of this size within 90 days of award.

c. **References.** The Offeror must provide a list of at least three (3) relevant contracts within the past three (3) years to serve as corporate references. This list shall include the following for each reference:

- Name of contractor
- Type of contract
- Contract description, including type of service provided
- Total contract value
- Contracting officer's name and telephone number
- Role of subcontractor(s) (if any)
- Time period in which service was provided

The Offeror must submit **Appendix L, Corporate 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 proposal.

Offers should describe their experience in relation to Disadvantaged Business commitments, including the amounts committed and amounts actually paid to each Disadvantaged Business.

This experience is not limited to the Disadvantaged Business program in the Commonwealth but may include similar programs.

**II-3. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the personnel's education and experience. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

The Offeror must also describe its overall organizational structure and its proposed organizational structure for the operations of the Philadelphia County MATP, including submission of a proposed organizational chart showing all key positions and the number of full time employees for each of the major functions dedicated to this RFP. Include job descriptions, including minimum education requirements, for every staff position. This section must also include the items described below.

- a. **Executive Management.** The Offeror must describe its executive management team. The Offeror must describe the roles of the chief executive officer (CEO), chief financial officer (CFO), chief information officer (CIO) and any other key position of the executive management team and the level of effort each will provide related to each of the major program areas of management of the agreement, including but not limited to, financial management, data management, consumer services and stakeholder relations.

The Offeror must provide the percentage of time, including the percentage of time onsite in Philadelphia, that each executive of the executive management team will spend on the MATP and how they will interact to integrate the major areas outlined in this RFP to produce a coordinated, consistent approach to its obligations under the Program.

The Offeror must provide the name, address and telephone number of at least three (3) professional references for each of the following executive management positions: CEO, CFO and CIO.

- b. **Key Administrative Positions.** In the key administrative positions section of the proposal, the Offeror must identify the name and position of the person who will have ultimate responsibility and accountability for the agreement, should one be executed.

The Offeror must append the resumes of administrative personnel who will work on this project, to include but not be limited to, the following positions or similar positions in your organization: Call Center Manager, Operations Manager, Service Review Manager, and Transportation Manager.

The Offeror should explain how, from a staffing perspective, they will initially implement the project and transition to a complete, fully trained local management team by the first day of service.

**II-4. Work Statement Questionnaire (Soundness of Approach).** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. The Department does not want a “re-write” of the RFP requirements. Specifically, the Offeror shall describe in detail its proposed technical approach for each of the tasks described below. This includes any staff, systems, procedures, or materials that will be used to perform these tasks. The Offeror should describe how each task will be performed, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from the Department, if any. In responding, the Offeror should repeat the question then follow each question with the specific response.

- a. **Outreach.** Describe the Offeror’s strategies to inform and educate eligible MA recipients about the services offered under MATP. This may include the distribution of written materials, the use of the County Assistance Office, medical service providers, the managed care organizations, advocacy organizations and any other communication venues. Include examples of outreach materials as attachments.
- b. **Call Center.** Describe the Offeror’s approach to operating an effective call center within the requirements outlined under Part IV of this RFP. The Offeror’s approach should include, but not be limited to, staffing structure, staff qualifications and training, and how the Offeror will meet the requirements of Title VI in ensuring access for individuals with Limited English Proficiency (LEP). Preference will be given to hiring current or former Temporary Assistance for Needy Families (TANF) recipients. The Offeror should also describe the ACD Software that will be used and the capabilities provided and how call center hours will differ from operating hours (hours of which transportation will be provided). Include examples of scripts and any other pertinent materials as attachments. Describe the Offeror’s process for monitoring call center staff.
- c. **Eligibility and Need.** Describe the Offeror’s process for verifying MATP eligibility. Include a detailed description of how the Offeror will determine:
  - i) that the individual is MA eligible;
  - ii) that the transportation requested is to and/or from an MA-enrolled provider and that the service is an MA-compensable service; and
  - iii) that the recipient has no other transportation available.
- d. **Least Costly Appropriate Mode.** Describe the Offeror’s process by which the Offeror will determine which mode of transportation is the least costly and appropriate mode. The process should ensure that public transportation is the first consideration.
- e. **Functional Assessments.** Describe the selected Offeror’s process for functional assessments to determine eligibility for paratransit services. This should include, but not be limited to, any conditional eligibility requirements or limits the Offeror

will impose, personnel or organizations the Offeror will include, and the criteria for assessment.

- f. **Timely Services Available.** Describe how the Offeror will ensure and monitor the capability to receive requests for services and provide timely services in response to the following service levels:
  - i) Transportation for requests received from one day in advance to 14 days in advance; and
  - ii) Same-day-service required for Urgent Care (as defined in Section IV-3.B).
- g. **Contingency Plan.** Describe the Offeror's transportation contingency plans in the event of a disruption in the availability of transportation services, such as a transit strike, extreme weather, etc.
- h. **Non-paratransit Options.** Describe the process and requirements for MA recipients using mass transit, mileage reimbursement and volunteers. Describe the Offeror's approach to establishing a proposed relationship with the local transportation authority (South Eastern Pennsylvania Transit Authority or most commonly known as SEPTA), the process for distributing transit instruments or checks, and the process for verifying that the instruments were used for eligible medical trips. The focus should be on creating easy access to public transportation while having effective controls to avoid fraud and waste operationally. Identify the mileage rate the Offeror proposes and a description of the rationale for that rate. Attach examples of forms and documentation required from MA recipients.
- i. **Paratransit.** Describe the Offeror's use of paratransit to get people to their medical appointments and any innovative approaches used to contain cost around this mode of transportation.
- j. **Use of Public Transit.** Describe the Offeror's approach to increasing and maintaining the number of MA recipients that use public transportation.
- k. **Scheduling Software.** Describe the capabilities of the software the Offeror will use to schedule trips and group appropriate rides so as to provide timely pick-ups and drop-offs and to maximize the utilization of transportation assets and/or the purchasing power of the Offeror to broker better pricing from transportation providers. The Department is also interested in the feasibility of on-line enrollment and scheduling of trips by MA recipients and/or high volume MA health care providers.
- l. **Standards for Children Attending Group Programs.** Describe the Offeror's services and standards specifically designed to meet the needs of children. For example, the proposal may include escorts; pick-up and drop-off time standards and ride time limits for children.
- m. **Persons with Special Needs.** Describe how the Offeror will ensure responsive services to persons with physical disabilities and high risk medical conditions,

children with emotional disturbance, persons with mental illness and substance abuse history, persons who do not speak English and those who are deaf or hearing impaired.

- n. **Subcontractors.** Describe the division of labor between contractor and subcontractor in the completion of required tasks (e.g., which entity schedules trips, which entity routes trips, which entity contacts recipient about pick-up time, which entity dispatches trips, etc.) Describe Offeror’s contractual relationship with sub-contractors (a sample sub-contract may be attached). Include a description of the proposed payment mechanisms and programmatic and fiscal monitoring of sub-contractors performance, fraud, including incentives and sanctions. Describe staff requirements (i.e., driver training requirements including content and duration, driver clearances, rules of conduct, monitoring) and monitoring and inspections schedules and procedures. Include examples for all as attachments.
- o. **Complaint Process.** Describe the Offeror’s complaint resolution and tracking process. The Offeror must include how the Offeror will receive, resolve, and ensure the complaints are tracked and reported. Describe how the Offeror plans to analyze complaints and ensure the information is utilized to improve business practices.
- p. **Satisfaction Surveys.** Describe the Offeror’s strategy to conduct MA recipient and provider satisfaction surveys. If possible, indicate the organization that will be utilized. Propose specific details about how many recipients and providers will be a part of each survey as well as how the independent survey will capture information about their satisfaction with the program. Describe any feedback process to recipients and how the Offeror will utilize the results of the surveys.
- q. **Report Recipient Fraud.** Describe the policies and procedures the Offeror will put in place to identify, minimize and report recipient fraud. Describe how the Offeror will hold recipients accountable for program purchased instruments, such as transportation passes or gas cards.
- r. **Confidentiality and HIPAA.** Describe how the Offeror will maintain the confidentiality of the MATP information including MA recipient specific information. This includes any plans to use or transmit information from a secured site to an offsite location or equipment (i.e. laptop, flash drive, etc.). Also, describe what steps the Offeror will take to be compliant with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and with state requirements concerning confidentiality of recipient information per 55 Pa. Code Chapter 105 and 55 Pa. Code §2070.25.
- s. **No Show Policy.** Describe the processes the Offeror would use to minimize and report both transportation carrier and recipient no-shows.
- t. **Connection to Providers.** Describe how the Offeror will establish linkages with community programs. Give specifics about successful strategies the Offeror has



used in the past. Include a description of and role for a community and/or consumer advisory committee, including the committee's role in implementation and readiness review activities. Describe how the Offeror will work with community agencies to minimize or avoid duplicate efforts and fragmentation of services. Describe the Offeror's plan for establishing and formalizing relationships with recurring trip facilities such as dialysis centers and methadone maintenance clinics.

- u. **MA Recipient Input.** Describe how the Offeror will ensure participation of MA recipients in program policy and oversight.
- v. **Reporting.** Describe how the Offeror will meet the reporting requirements of the RFP. Propose additional reports that the Offeror intends to produce for the Department management to understand program performance.
- w. **Technological Capacity.** Describe the Offeror's information systems hardware and software and its capabilities as they relate to the required reporting and effective management.
- x. **Training.** Describe the Offeror's approach to training its own staff and that of subcontractors, particularly direct line staff that interface with MA recipients. Due to the relatively high percentage of behavioral health recipients (many of whom are children) utilizing MATP, please describe the Offeror's approach to creating a cultural understanding or plan to train staff regarding people with behavioral health needs. Attach brief examples of training materials.
- y. **Fiscal Management.** Describe in detail the mechanisms the Offeror will use to integrate financial management activities to produce consistently high degrees of access, quality of care and cost-effectiveness of approach.
- z. **Continuous Quality Improvement.** Describe the process and methods the Offeror will use to ensure continuous quality improvement based on feedback from MA recipients, analysis of trip data and costs, monitoring of staff and subcontracts and the actions taken based on identified trends.
- aa. **Start-Up.** Describe the Offeror's start up plan that will be implemented to ensure the availability of services on the operational date of the agreement. Specifically, discuss Offeror's approach to a transition from the current vendor.
- bb. **Verification of Trips and Appointments.** Describe the process and methods the Offeror will use to ensure verification of trips and verification of medical appointments.

**II-5. Training.** If appropriate, indicate recommended training of agency and subcontractor personnel. Include the agency and subcontractor personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. This should include initial as well as ongoing training.

**II-6. Financial Capability.** Offerors must submit information about the financial conditions of the company in this section. For ease in assembling the proposal, the Offeror should append its financial documentation rather than including it in the main body of the proposal. The Offeror must provide the following information:

- a. The identity of each entity that owns at least five percent (5%) of the Offeror.
- b. For the Offeror and for each entity that owns at least five percent (5%) of the Offeror:
  - i) Audited financial statements for the two (2) most recent fiscal years for which statements are available. The statements must include a balance sheet, statement of revenue and expense and a statement of cash flow. Statements must include the auditor's opinion and the notes to the financial statements submitted by the auditor to the Offeror. If audited financial statements are not available, explain why and submit unaudited financial statements.
  - ii) Unaudited financial statements for the period between the last month covered by the audited statements and the month before the proposal is submitted.
  - iii) Documentation about available lines of credit, including maximum credit amount and amount available thirty (30) business days prior to the submission of the proposal.

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

- c. 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.
- d. The full name and address of any organizations with which the Offeror proposes to subcontract for any tasks to be performed for this agreement and for administrative or related services.
- e. A list of any financial interests the subcontractor may have in the Offeror's organization or any financial interest the Offeror's organization has in proposed subcontractors.
- f. Information about any pending litigation.

**II-7. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Appendices A and B**) it

would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Department may consider late objections and requests for additions if to do so, in the Department's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendices A and B**. All terms and conditions must appear in one integrated agreement. The Department 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 **Appendices A and B**. The Department will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendices A and B or to other provisions of the RFP as specifically identified above.**

## **II-8. Disadvantaged Business Submittal.**

### **a. Disadvantaged Business Information.**

- i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
  - a) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
  - b) Small Disadvantaged Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
  - c) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

- d) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.
  - e) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
- a) Be rooted in treatment that the business person has experienced in American society, not in other countries.
  - b) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
  - c) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

- iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- a) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

- b) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
- (i) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
  - (ii) A copy of the joint venture agreement signed by all parties.
  - (iii) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
- c) *All* 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 Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
- (i) The dollar amount of each subcontract commitment to a Small Disadvantaged Business.
  - (ii) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the agreement is awarded it will find a Small Disadvantaged Business.
  - (iii) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
  - (iv) The location where each Small Disadvantaged Business will perform services.
  - (v) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
  - (vi) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
  - (vii) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- d) The total percentages and each subcontractor commitment will become contractual obligations once the agreement is fully executed.

- e) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- vi) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

**b. Enterprise Zone Small Business Participation.**

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
  - a) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
  - b) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
  - c) Proof of United States citizenship of the owners of the business.
  - d) Certification that the business employs no more than 100 full-time or full-time equivalent employees.
  - e) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
  - f) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- a) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
  - b) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the agreement is awarded or for listing several businesses and stating that one will be selected later.
  - c) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
  - d) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
  - e) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
  - f) The location where each Enterprise Zone Small Business will perform these services.
  - g) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
  - h) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
  - i) The form and amount of compensation each Enterprise Zone Small Business will receive.
  - j) For a joint venture agreement, a copy of the agreement, signed by all parties.
  - k) For a subcontract, a signed subcontract or letter of intent.
- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the agreement is fully executed:

- a) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
- b) The name of each Enterprise Zone Small Business; and
- c) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

**II-9. Cost Submittal.** The information requested in this **Part II, Section II-9, and Appendices I, Pricing Proposal Template and J, Cost Verification Worksheet** 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. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, 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 Issuing Office's written answer so that all proposals are submitted on the same basis.

The Department desires to enter into an agreement based on a per member per month fee. For the purpose of submitting a cost proposal, the Department has provided projections of trips, users, and MA recipients. These projections shall be used to create the pricing proposal. The pricing proposal should include all components necessary to implement and operate MATP in Philadelphia County for each of the three years and the two-year option period. This should include all costs, including but not limited to, any start-up costs, ongoing operating costs, any outreach or survey costs, and ongoing administrative costs. The Department may withhold portions of payment if the selected Offeror fails to meet agreement requirements. The final agreement may also include performance-based incentives, which may include additional payments and/or the guaranteed awarding of the agreement in the option years.

The information requested in this section is required for the Department to evaluate each Offeror's pricing proposal as well as to understand the underlying basis behind each proposal. All projected trip, MATP user, and MA recipient information may be revisited during the Best and Final Offer process or during agreement negotiations with the successful Offeror to establish a final agreement on the fee structure. The pricing proposal must be guaranteed for the initial three-year period of the agreement. The Department may renegotiate the price proposal based upon prevailing market conditions, significant changes in mode distribution, and/or other changes related to structure of the MA program during and after the initial agreement term.

Appendices Q(1) through Q(3) comprise the Philadelphia County MATP Data Book that contains historical Philadelphia County MATP data from January 2007 through August 2010, current Philadelphia County MA recipient demographic information, the Pennsylvania Medicaid Managed Care Organization (MCO) Directory and the HealthCare Benefits Packages.

Appendix I, Pricing Proposal Template, contains a spreadsheet that requires multiple price points regarding units of service that the Department requests each Offeror submit. For budgetary reasons, from these price points the Department is projecting an annual program cost for each of the first three (3) years of the agreement and the two-year option period; these figures are calculated values captured in **yellow** shaded boxes on the spreadsheet. **However, each**



**Offeror's proposal will be evaluated based on the per member per month rates – for each of the three years and the two-year option period; these figures are highlighted in green lettering in blue shaded boxes on the spreadsheet.**

- a. **Per Member Per Month.** The Department is looking for Offerors to propose annual capitated per MA recipient per month rates. The Offeror must explain the underlying basis behind its capitated proposal, including the per mode unit costs, the number of expected MATP recipients per month, and the per mode trip expectations for each month.
- b. **Pricing Structure.** The per member per month pricing model below provides a sliding scale, with multiple pricing points, which varies based on MATP utilization (# of Completed Trips / Total MA Population for Philadelphia County). More specifically, this model creates windows within which the ratio of the number of MATP trips per month and the total MA population may vary. The Department is attempting to identify, in increments of approximately 5%, what the given **per member per month** rate would be if different transportation utilization levels are seen in practice.

Please note that the historical and projected MA population figures exclude nursing home eligible. These recipients have been removed from the eligible MA population universe because they do not need transportation assistance, either because transportation is provided as a part of their nursing home budgets or it is assumed in the nursing home rate. If an additional subset of the MA population is deemed ineligible to receive transportation assistance, they will be removed from the MA eligible population, which is the basis for the capitated payment.

If the MA population is expanded or reduced due to circumstances controlled by the Department or Commonwealth, then either side may request the opportunity to renegotiate the capitated per member per month rate.

- c. **A Guide to Filling Out the Per Member Per Month Template.** The following outlines the required and editable fields that must be completed as well as the calculated non-editable fields in Appendix I. **All editable fields and cost data must be completed and presented in the format outlined to be considered a valid submission.**
  - i) **Trip / Mode and Mass Transit Passes Projections (Green Boxes).** These fields will be used to understand the basis made by the Offeror in terms of shifting ridership from one mode to the other as well as the expected utilization of MATP services for the MA population. For mass transit, limit the trip utilization to the number of trips that makes the monthly bus pass cost effective. (Example: The monthly bus pass cost is \$83.00 and the daily bus pass cost is \$7.00, trip utilization would be limited to a maximum of 12 days or 24 one-way trips even though the recipient may take 50 one-way trips in the month. It is more cost effective

to provide one monthly bus pass at \$83.00 than 12 daily bus passes at \$84.00).

- ii) **Per Mode Pricing (Red Boxes).** These data points will be used to understand the basis for the cost per mode that each Offeror is using to come to a capitated rate.
  - iii) **Proposed Per Member Per Month Rate (Blue Box with Green Writing).** This is a required, editable field that will be used to evaluate each of the Offeror's pricing proposals.
  - iv) **Proposed Annual Contract Cost (Yellow Boxes).** This is a non-editable field that will be the basis for understanding and establishing a budgeted amount for the program for each year.
- d. **Alternate Pricing Proposals.** All Offerors are required to submit cost proposals in the manner described within this RFP and in the format prescribed by the template in Appendix I. In addition to this cost submittal, Offerors are encouraged, but not required, to submit alternative pricing models for consideration by the Department. If an Offeror decides to submit an alternative pricing proposal, such proposal must be attached as an appendix to the Cost Submittal, and clearly marked "Alternative Pricing Model". **Under no circumstances should any pricing information be contained in the Offeror's technical submittal.** Alternative pricing models will not be scored as part of the formal evaluation process.

If the Department determines that an alternative pricing model is the most advantageous option available to the Commonwealth, all Offerors will be given an opportunity to submit a new cost proposal based on the new model. Subsequent pricing proposals, if selected, will replace any previous cost submittals.

- e. **Cost Verification.** The information requested in this section is required to support the reasonableness of Offeror's quotation. **The price and cost portions of the proposal must be bound and sealed separately from the remainder of the proposal. No cost or price data shall be included in the technical proposal.** Failure to meet these requirements will result in automatic rejection of the proposal. This information is to be provided using the template found in Appendix J, Cost Verification Worksheet. The costs will be broken down into the following areas:

i) **Administrative Cost**

- a) **Personnel Salaries.** Itemize so as to show the following for each person proposed to complete the proposal: (1) name and category (partner, project manager, analyst, clerk, secretary, etc.); (2) estimated hours; (3) rate per hour; (4) total labor cost.
- b) **Personnel Fringe Benefits.** Specify what is included and rate used.

- c) **Rent/Lease of Space.** Specify what is included and lease rates.
  - d) **Materials & Supplies.** Itemize.
  - e) **Official Equipment/Furniture.** Itemize.
  - f) **Data Processing.** Itemize.
  - g) **Staff Travel.** Itemize.
  - h) **Fees – Other Costs.** Specify what is included and the rates used.
  - i) **Indirect Cost.**
- ii) **Operating Cost**
- a) **Personnel Salaries.** Itemize so as to show the following for each person proposed to complete the proposal: (1) name and category (partner, project manager, analyst, clerk, secretary, etc.); (2) estimated hours; (3) rate per hour; (4) total labor cost.
  - b) **Personnel Fringe Benefits.** Specify what is included and rate used.
  - c) **Rent/Lease of Space.** Specify what is included and lease rates.
  - d) **Materials & Supplies.** Itemize.
  - e) **Official Equipment/Furniture.** Itemize.
  - f) **Data Processing.** Itemize.
  - g) **Special Equipment.** Itemize. This may include leased transportation to provide transportation services directly, rather than through subcontractors.
  - h) **Travel.** Itemize.
  - i) **Purchased Transportation / Subcontractor Costs.** This should include the cost of purchased mass transportation instruments as well as subcontracted paratransit rides. For the latter transportation providers please include information about their Shared Ride status and rates (if applicable) and itemize all direct labor costs.
  - j) **Reimbursements.** This should include the cost of anticipated reimbursement for recipients receiving rides or using their own vehicles for transportation.

k) **Indirect Cost.**

- iii) **Profit.** (If applicable). This should include profit projections. The Department reserves the right to, in negotiations with the selected Offeror, limit the amount of profit allowable.
- iv) **Total Annual Cost.** This should be the total of Sections II-9.e.i through iii and match the total fixed price for the yellow box highlighted for each fiscal year's cost proposal in Appendix I.
- If any item on the Cost Verification form has no cost, please indicate as much with the insertion of \$0.00. Do not leave any of the required, editable fields blank.
  - Offeror should also provide written narrative specific to any allocation methodologies utilized for cost allocation to any line item on the Cost Verification form. Finally, the selected Offeror will be required to submit an annual Cost Verification form with actual expenditures.

**II-10. Domestic Workforce Utilization Certification.** Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix C** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

**II-11. Contractor Partnership Program Submittal.** The following general information must be included in the CPP Submittal of the proposal:

- Offeror's name, telephone number and mailing address.
- County where the Offeror's headquarters is located if in Pennsylvania.
- The name, title, telephone number, mailing and email address of the contact person for the Contractor Partnership Program.
- Mailing address for all satellite offices located in Pennsylvania including the county.
- Type of business entity. (i.e. not for profit, government entity, public corporation, university etc.)
- If a subcontractor will provide the primary service of the agreement, list the company name and mailing address for offices located in Pennsylvania including the county.
- Type of services being provided.
- Type of positions needed for this project. Please specify management vs. non-management positions.

In addition to the above requested information; in order to receive credit for a response to the Contractor Partnership Program, Offerors must provide a written narrative that address the following statements and include the information in the Contractor Partnership Submittal of the proposal. All of the statements listed below pertain to the hiring of individuals that are currently receiving TANF cash assistance.

- Identify the anticipated number of employees that will be assigned to this project including vacancies.

- Identify the number of management and non management employees.
- State the number of TANF cash assistance recipients that will be hired. Please **do not** include percentages.
- Describe the strategy that will be employed to identify and recruit individuals that meet the eligibility requirements for the Contractor Partnership Program.
- Describe the methods that will be used to retain TANF recipients once they are employed.
- Provide a brief explanation of the efforts that will be made to ensure TANF hiring commitments are met and remain in effect throughout the existence of the agreement.

**II-12. Mentor Protégé Program (MPP) Submittal.** To receive credit for a response, the following information must be included in the MPP Submittal of the Proposal:

- Offeror's name, telephone number and mailing address;
- County where the Offeror's headquarters is located;
- The name, title, telephone number, mailing and e-mail address of the contact person for the MPP;
- Mailing address for all satellite offices located in Pennsylvania including county; and
- Type of business entity: (i.e. not for profit, government entity, public corporation, university, etc.).

In addition to the above requested information; in order to receive credit for a response to the MPP, Offerors **must provide a written Mentor Protégé Plan that includes:**

- The Protégé company's name and address;
- Protégé company's contact person, title, telephone number, mailing and e-mail address; and
- A Mentor Protégé Plan describing the type of mentoring that will be provided to the Protégé(s). The plan should also address the following: projected meeting dates, time frames, goal setting, performance expectations and outcomes. Mentoring may include, but is not limited to the following areas:
  - **Technical Assistance.** Assistance in technical areas.
  - **Budget Infrastructure.** Assistance pertaining to general business management or corporate infrastructure, provided by the Mentor, may include the following:
    - Organizational planning management: strategic planning, business planning, legal/risk management, proposal development
    - Business development/marketing/sales: market research, product forecasting, web-based marketing, e-commerce
    - Human Resource management
    - Financial management

- Contract management
- Facilities and plant management: security, health and safety
- Any other assistance designed to develop the capabilities of the Protégé

## PART III

### CRITERIA FOR SELECTION

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

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

**III-2. Technical Nonconforming Proposals.** The Department may, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

**III-3. Evaluation.** The Department has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO, MPP and the CPP will evaluate the Disadvantaged Business, MPP, and CPP Submittals respectively, and provide the Department with a rating for its component of each proposal. The Department will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Department after taking into consideration all of the evaluation factors. The Department will award an agreement only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

**III-4. Criteria for Selection.** The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for agreement negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

- Technical – 45%
- Cost – 35%
- Disadvantaged Business Participation – 20%
- Domestic Workforce Utilization – Up to 3% in Bonus Points
- Enterprise Zone Small Business Participation - Up to 3% in Bonus Points
- Contractor Partnership Program –Up to 5% in Bonus Points
- Mentor Protégé Program – Up to 3% in Bonus Points

a. **Technical:** The Department has established the weight for the Technical criterion for this RFP as **45%** of the total points. Evaluation will be based upon the following in order of importance:

- i) Soundness of Approach. This refers the Offeror's approach to manage specified tasks, sequence and relationship of major steps, techniques for collecting and analyzing data, understanding state of the art and industry practice in the areas covered by the RFP.

- ii) Offeror Qualifications. This refers to the ability of the Offeror to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recent studies and projects completed by Offeror.
  - iii) Personnel Qualifications. This refers to the competence of professional personnel who are assigned to the project. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that describe in the RFP. Particular emphasis is place on the qualifications of the Project Manager.
  - iv) Understanding the Problem. This refers to the Offeror’s understanding of the needs that generated the RFP, of DPW’s objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.
- b. **Cost:** The Department has established the weight for the Cost criterion for this RFP as **35%** of the total points.
- c. **Disadvantaged Business Participation** The Department has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points. Evaluation will be based upon the following in order of priority:

<b>Priority Rank 1</b>	Proposals submitted by Small Disadvantaged Businesses.
<b>Priority Rank 2</b>	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
<b>Priority Rank 3</b>	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
<b>Priority Rank 4</b>	Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the agreement. If a Small



Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the agreement to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

d. **Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

- Priority Rank 1**                      Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.
  
- Priority Rank 2**                      Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.
  
- Priority Rank 3**                      Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive one percent bonus for this criterion.
  
- Priority Rank 4**                      Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the agreement in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **Contractor Partnership Program (CPP)** During the evaluation process, CPP will evaluate each Submittal for its approach in enhancing employment opportunities for eligible CPP participants. Any points received for the CPP criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion are **5%** of the total points for this RFP.
  
- f. **Mentor Protégé Program (MPP)** During the evaluation process, DPW BEO – MPP will evaluate each Submittal for its approach to mentoring and developing skills related to the services identified in this RFP. Any points received for the MPP criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion are 3% of the total technical points for this RFP.
  
- g. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for

this RFP. The maximum bonus points for this criterion are 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the agreement. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the agreement is executed.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

a. **General:**

To ensure that the Department selects a contractor for MATP that is capable of managing tasks that are outlined in this RFP in a manner that is both fiscally and programmatically efficient for the Commonwealth.

b. **Specific:**

- Reduce the number of no-shows for medical service and other health care appointments.
- Reduce program costs by using lower cost modes such as public transportation and recipient mileage reimbursement and avoid reliance on on-demand, paratransit services and achieving administrative efficiencies.
- Reduce the average cost per trip and the paratransit utilization rate.
- Foster and formalize the relationships between MATP and the physical health and behavioral health care provider communities.
- Assure call center specialist and driver language capabilities for MA recipients with LEP.
- Ensure quality paratransit services for children receiving behavioral health services.
- Ensure transportation services to medically at risk populations including but not limited to dialysis patients.
- Establish a responsive complaint process.
- Develop a process to establish, monitor, and measure continuous quality improvement.
- Develop greater capabilities in the area of management reporting available to the Department, particularly regarding call-center operations, complaint tracking, customer satisfaction and cost and trip utilization and trends.

**IV-2. Nature and Scope.** MA recipients residing in Philadelphia County may be entitled to transportation services to secure medical care provided under the MA Program. MATP Services are non-emergency medical transportation to MA covered services to which a MA recipient is entitled under the law. This would include transportation to and/or from a medical facility, physician's office, dentist's office, hospital, clinic, pharmacy or purveyor of medical equipment for the purpose of receiving medical treatment or medical evaluation or purchasing prescription drugs or medical equipment. The term does not include emergency medical transportation that an ambulance would normally provide.

This RFP will serve as the means by which DPW will procure MATP services for Philadelphia County. The services to be provided include transportation for MA recipients to MA compensable services and the following administrative functions:

- Outreach and education

- Operating a call center
- Confirming MATP eligibility and determining the level of transportation services needed
- Providing funding for recipients to use public transit or fixed route transportation modes. This includes all vehicle services designed to transport recipients on fixed local and regional routes
- Reimbursing recipients for private vehicle mileage use
- Developing and managing a network of on-demand transportation providers
- Scheduling and dispatching on-demand, paratransit trips

The program must be administered in accordance with applicable federal and state statutes, regulations, and policy, including the Pennsylvania State Plan under Title XIX of the Social Security Act, Attachment 3.1D, 55 Pa. Code Chapter 2070. **Eligible recipients must not have transportation otherwise available and must use the least expensive appropriate mode.**

Philadelphia County currently has approximately 493,624 total MA recipients, almost all of who are potentially eligible for MATP. Philadelphia County MA recipients participate in a mandatory managed care program called HealthChoices. Newly enrolled MA recipients, however, are in fee-for-service arrangements until they choose a managed care organization (MCO). MATP is responsible for providing transportation services to MA recipients in either fee-for-service or managed care programs. MATP must transport recipients to wherever the MA recipient's medical service is provided; this may occasionally mean that trips cross county lines.

For Fiscal Year 09-10, the current vendor provided approximately 6 million one-way trips to 37,450 unique MA recipients at a cost of approximately \$38 million. They also provided approximately 18% of the trips through paratransit or on-demand transportation modes and 79% of the trips through public transportation. The total average cost per trip was approximately \$6.37.

It is important to note that since 2005, the broker model has **reduced** the average cost per trip in Philadelphia by 30%. The net result is with the expected increase in trips (86%), the broker model was able to hold the overall cost increase to 31% over a four-year period. We attribute this reduction to improved management of the transportation network (better pricing, improved utilization management to determine the least costly and medically appropriate mode of transportation) and to the built-in incentives of a capitated payment structure.

It is the Department's intention to continue the trend of simultaneously controlling utilization as well as transportation cost.

The next phase of this program will focus on developing approaches that will seek continued administrative efficiencies while ensuring that the program enables MA recipients to access necessary health care services. For example, to ensure the cost effective use of transit passes, a strong partnership between the Offeror and high volume MA providers must be fostered to support the following key activities: collecting medical

appointment attendance data, obtaining signatures or other identifiers that confirm that recipients are attending medical appointments, and reporting of transit pass usage.

In addition, the Department is strongly considering the use of functional assessments to help determine the physical capabilities of recipients to use Philadelphia's extensive public transit system. The idea of which is to reserve the use of paratransit for those recipients who truly need this service.

The Department is committed to providing quality service for recipients who do rely on paratransit to get to their medical appointments. The selected Offeror should have strong incentives to ensure that network carriers meet standards that reflect superior service delivery. The most effective transportation programs will have approaches for continuous quality improvement based on recipient feedback and effective program monitoring. Offerors can access MATP information on Pennsylvania's MATP web site at <http://matp.pa.gov>.

### **IV-3. MATP Requirements.**

#### **a. Inform and Educate Recipients**

##### **i) Outreach**

The selected Offeror is required to provide MATP services information to recipients, County Assistance Offices (CAOs) and MA enrolled medical service providers. Information must be available to others upon request. The information must include:

- a description of the availability of services;
- eligibility for services;
- the service authorization process; and
- how to access and use the services properly.

The selected Offeror is required to distribute all mandatory written materials developed by the Department and shall develop required supplemental written materials for approval by the Department.

##### **ii) Written Materials**

The selected Offeror must submit all written material to the Department for advance written approval prior to distribution. The selected Offeror must develop materials for recipients, which include outreach and general MATP information and information on how to access services. The selected Offeror must ensure that recipient information is written at a fourth grade reading level.

At a minimum, the selected Offeror is required to mail MATP materials to all users of MATP services in Philadelphia County. The selected Offeror is required to produce sufficient materials to respond to all MATP information requests. Some requests, such as from medical providers and advocates, may be fulfilled by referral to a website with downloadable

information. The Department may require additional mailings to announce special initiatives and/or policy or program changes.

The selected Offeror is required to ensure that all MATP users have received all MATP policies in writing. If there are any changes to these policies, the selected Offeror must provide notice at least 30 days in advance of the change to all MATP users.

iii) Limited English Proficiency (LEP)

The selected Offeror must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d. This includes taking action as required to assure that all persons with Limited English Proficiency (LEP) have meaningful access to the MATP program and its benefits. For language groups that make up more than 5% of the MA population in Philadelphia, all of Offeror's written materials shall include taglines in those languages describing how to get help having the document translated into that language. These prevalent languages will be determined by the Department. In addition, the selected Offeror, through written materials and call center contacts, must inform all recipients of their right to translation and interpretation services and provide translated documents for the recipient, upon request.

b. Operate an MATP Call Center

The selected Offeror shall establish and maintain a toll-free telephone line for requests for transportation services. The proposed location of the primary call center must be in Philadelphia County. The line shall be staffed between **6 AM to 8 PM** Monday through Saturday. The selected Offeror shall have sufficient and appropriate staff to handle all calls. During the hours in which the call center is not staffed, the selected Offeror must have an answering machine or like service available. MA recipients must be able to schedule transportation as many as 14 days in advance and as few as same-day-service (in the case of urgent care). Professional, prompt, and courteous customer service shall be a high priority. The selected Offeror shall train and require that call center staff treat all callers with dignity and respect a caller's right to privacy and confidentiality. The selected Offeror shall process all incoming call center inquiries for medical transportation services in a timely, responsive, and courteous manner.

The selected Offeror shall utilize an ACD and call reporting system that records and aggregates the following information at a minimum:

- Total number of incoming calls
- Number of answered calls
- Average speed of answer (must be tracked to demonstrate meeting of performance standard as outlined in Appendix P)
- Blocked call rate (must be tracked to demonstrate meeting of performance standard as outlined in Appendix P)
- Rate of call abandonment (must be tracked to demonstrate meeting of performance standard as outlined in Appendix P)

- Percentage of calls answered in under two minutes
- Average talk time
- Number of calls placed on hold and length of time on hold
- Number of abandoned calls and length of time until call is abandoned
- Number of outbound calls
- Number of available operators by time

This information must be collected on an **hourly, daily, weekly, and monthly** basis, for the call center as a whole and for individual operators.

The selected Offeror must have call center staffing that is adequate to fulfill the following standards of promptness and quality on an average monthly basis:

- From the hours of **6 a.m. to 8 p.m.**, the average answering speed for the month must be 30 seconds or less.
- The blocked call rate (busy signal received) must be five percent or less on average for each month.
- The rate of call abandonment (i.e., calls that are received, but are put on hold and the caller hangs up before reaching a live operator) must be less than 5% per month.

The selected Offeror must have a system with the capacity to automatically route calls to back-up operators when target wait times are exceeded and permit DPW staff to remotely monitor phone calls on a random basis to ensure quality customer service.

The selected Offeror must have a process in place to deal with urgent care transportation requests made during call center hours and after call center hours, including weekends. Urgent Care is defined as any illness or severe condition which under reasonable standards of medical practice should be diagnosed and treated within a twenty-four (24) hour period, and if left untreated, may rapidly become a crisis or emergency situation; or discharge from a hospital will be delayed until services are approved; or a member's/recipient's ability to avoid hospitalization depends upon prompt approval of transportation services.

Urgent care transportation requests include any calls for transportation services where the recipient indicates his/her medical provider has told him/her to come to their office or to obtain other medical treatment or services that same day or within a 24-hour period based on the above definition. The selected Offeror may require verification of "urgency" from the medical provider, which may be obtained by the recipient or the MATP directly. Gathering verification of urgency shall not delay delivery of services. "Verification of urgency" from a provider need not be in writing, and the selected Offeror can accept a provider's verbal authorization.

- c. Manage the MATP to Ensure Cost Effective, Appropriate Transportation Services are Provided

The selected Offeror will be responsible for the management of overall day-to-day operations necessary for the delivery of cost-efficient, appropriate medical transportation services and the maintenance of appropriate records and systems of accountability. The selected Offeror shall establish and maintain a database sufficient to meet the reporting requirements of the Department.

The selected Offeror is required to develop policies and procedures for incident management. The policies and procedures must be submitted to the Department for approval. The selected Offeror must ensure that staff has proper orientation and training to respond to, report, and prevent incidents.

- d. Coordinate with Local Programs and Stakeholders to Maximize Cost-effectiveness and Quality Services

- i) Trip Coordination

Whenever possible, the selected Offeror must ensure transportation services are integrated with services provided by other Department programs, programs funded by the Department of Aging, and Public Transit Services provided by the Department of Transportation. The Department's MATP is the payer of last resort.

- ii) Service Integration

The selected Offeror is required to establish linkages with community programs to coordinate activities with existing programs serving the MA program population and to minimize or avoid duplicate efforts and fragmentation of services to the same MA recipients. These linkages may include referral protocols or formal written coordination agreements with such programs.

- e. Verify Eligibility and Need

- i) Eligibility

The selected Offeror shall receive and process all requests for medical transportation services for MA recipients. The selected Offeror shall provide transportation to eligible recipients who are permanent or temporary residents of the county. The selected Offeror must comply with the eligibility requirements for MATP published at 55 Pa. Code Chapter 2070, with the exception of the requirement of a signed application, which will be waived. The selected Offeror must assure that transportation is not otherwise available, is necessary to receive a medical service, and that at the time of every trip the individual is eligible for MA (eligibility for MA recipients who are in managed care need only be checked monthly) and the trip is to an MA compensable service. The selected Offeror must use the Department's Eligibility Verification System (EVS) to verify recipient eligibility.



ii) Denial, Termination and Reduction of Services

The selected Offeror is required to issue notification to recipients at the time a request for service is denied, terminated or reduced. A denial of services includes any instance in which transportation has been requested and has not been authorized, or any instance in which an MATP application has not been accepted. The selected Offeror is required to use the Department's standard Written Notice Form for notification. The Form must contain a clear statement of the decision, all reasons for the action being taken as well as a citation to the authority for the decision and information concerning appeal rights. The notice must specify the effective date of the action. If the recipient appeals a reduction or termination of MATP services when a MATP recipient is currently receiving services, and the appeal is postmarked within ten calendar days of the date of notice, the selected Offeror must continue providing benefits pending appeal. The selected Offeror must issue a referral to the CAO for transportation services when a Written Notice Form is issued to a recipient.

Recipients may appeal the action identified on the Written Notice Form in writing or orally. If orally, the selected Offeror shall assist the recipient in reducing the appeal to writing and shall obtain the MA recipient's signature. Within three business days of the oral appeal, the selected Offeror shall forward a copy of the written appeal, regardless of whether a signature has been obtained, to the Department's Bureau of Hearings and Appeals. The selected Offeror shall retain a copy of the appeal. If the matter is resolved or settled anytime prior to a fair hearing, the selected Offeror must document the resolution reached. The selected Offeror must retain and make available a copy of all appeals and their resolution. If the appeal results in a fair hearing conducted by the Department's Bureau of Hearings and Appeals, the selected Offeror shall appear at the hearing.

A Written Notice Form is not required when the denial is because an individual is not eligible for MA and when the recipient requests a trip to a non-medical service. When EVS indicates that a recipient is not eligible for MA and a recipient maintains that he or she is MA eligible, the selected Offeror shall confirm with the CAO that the recipient is not MA eligible before denying the request. The recipient may not appeal a denial because they are ineligible for MA.

Situations that require a Written Notice Form include but are not limited to the following:

- a transportation request is for transportation to a medical service, but it is not an MA compensable service;
- the recipient has not provided the requested documentation for purposes of obtaining mileage reimbursement;

- the selected Offeror is unable for any reason to provide the service; and
  - a recipient asserts that the mode assigned is not appropriate for his or her needs or has requested a transportation mode that has not been approved.
- iii) **Sanction Policies and No-Shows**  
 The selected Offeror is required to develop policies to sanction recipients for excessive no-shows and other unacceptable behavior. The policies shall be forwarded to the Department for prior approval and shall be provided in writing to all recipients at the time of application or at least thirty days before a change is effective. If MA recipients are terminated or suspended from MATP for any length of time, they must be sent a Written Notice Form. MA recipients who are sanctioned by MATP for excessive no-shows or unacceptable behavior shall be referred to the CAO for transportation assistance.
- f. **Authorize Transportation Services, Schedule and Dispatch Trips**
- i) **Determination of Mode**  
 Once eligibility is established, the selected Offeror is required to determine which mode is the least expensive, most appropriate transportation service available to meet the recipient's service need. If the recipient asserts that the mode assigned by the MATP is not appropriate for his or her needs or has requested a transportation mode that has not been approved, the selected Offeror shall issue a Written Notice Form.
- ii) **Fixed Route Public Transportation**  
 The selected Offeror shall provide tokens, passes, other transportation instruments or reimbursement to eligible MA recipients prior to a trip to cover the fare for established public transit services. Transportation instruments should be distributed in a way that helps encourage public transit ridership. Trips must include written verification (e.g., a signature) that the medical service was provided and was MA compensable. If an MA recipient is not able to provide written verification of a medical appointment, the selected Offeror must attempt to obtain the verification from the medical provider prior to denying any future trip requests.
- iii) **Volunteers**  
 The selected Offeror should coordinate volunteers, where available, to provide transportation services by driving their personal vehicles or vehicles supplied by a provider organization. Volunteers do not receive mileage reimbursement. All volunteers should possess a valid driver's licenses and should be transporting in insured vehicles. Every volunteer must have a criminal history check and a child abuse clearance completed prior to driving. The selected Offeror shall develop a policy on clearances and apply it to determine whether the volunteer service is appropriate based on the results of the clearances. The policy shall be available to MA

recipients and the Department upon request. The Department is not liable for the actions of volunteer drivers.

iv) Paratransit

The selected Offeror must provide paratransit services that include types of transportation that are more flexible than conventional fixed-route transit but more structured than the use of private automobiles. This includes demand response service in which vehicles carrying, at any one time, unrelated passenger(s) with different origins, destinations and/or different funding sources. Paratransit also includes multi-modal and taxi services. All paratransit trips must be supported by the driver's manifest that must be dated and signed by the recipient.

The selected Offeror shall have a process in place to do functional assessments to determine eligibility for paratransit services. Evaluations should be made by qualified health professionals, to make accurate eligibility decisions to decide whether a recipient can ever use fixed route service, and if not, what specific circumstances create a barrier to the recipient's independent use of fixed route. The assessment is not a medical diagnosis and with the exception of kidney dialysis and other critically needed medical appointments, should follow ADA guidelines.

v) Mileage Reimbursement

The selected Offeror must reimburse recipients for the cost of mileage when a recipient has access to a private vehicle (their own or another individual's) but they cannot meet their own transportation needs. The rate of reimbursement shall be determined by the selected Offeror, but may not exceed the cost of a monthly transit pass (currently \$83.00/Mo) plus parking and tolls. The selected Offeror is required to reimburse a recipient within two weeks after submission of the required form with complete documentation. The form must include written verification (e.g., a signature) that the medical service was provided and was MA compensable. If an MA recipient is not able to provide written verification of a medical appointment, the selected Offeror must attempt to obtain the verification from the medical provider prior to denying the reimbursement request. If a reimbursement request is inaccurate or incomplete, the selected Offeror must make at least one attempt to contact the recipient to attempt to resolve the issue before denying the reimbursement request. If a reimbursement request is denied (in whole or part), the selected Offeror must issue a Written Notice Form.

If the selected Offeror secures the services of an individual who donates their time to drive MA recipients, but requires mileage reimbursement, the selected Offeror must report these trips as Mileage Reimbursement trips, not Volunteer trips.

In situations in which a more costly paratransit trip could be avoided by allowing reimbursement of four trips by a private vehicle (vs. two

paratransit trips), the selected Offeror shall pay for all four-reimbursement trips (i.e. back and forth for the drop-off and back and forth for the pick-up).

- vi) **Completed Trip**  
The selected Offeror, for the purposes of data reporting and invoicing, will only report a completed trip as described herein: A one-way trip from the MA recipient's home or other designated location to the destination where the covered medical service will be provided to the recipient; a one-way trip from the covered medical service to the recipient's home or other designated location; or a one-way trip from one covered medical service to another covered medical service. Each trip must be reserved and must have occurred using the appropriate mode of transportation. A completed trip does not occur when the vendor schedules a paratransit trip for a recipient and the ride does not show up, forcing the individual to use mass transit or another means of transportation to travel to or from a covered medical service. Additionally, if the transportation provider does not arrive within 30 minutes of the scheduled pick up time, a completed trip does not occur.
- vii) **No-show**  
The selected Offeror, for the purposes of data reporting and invoicing, will only report as no-shows, the following: A scheduled trip that a recipient does not take and/or does not cancel within required timeframes.
- viii) **Number of Trips**  
The selected Offeror, for the purposes of data reporting and invoicing, will only report number of trips as the total of completed trips plus no-shows.
- ix) **One-way Trip**  
The selected Offeror agrees that for purposes of data reporting and invoicing, a one-way trip for MATP will be defined as: Travel from the MA recipient's home or other designated location to the destination where the covered medical service will be provided to the recipient; a one-way trip from the covered medical service to the recipient's home or other designated location; or a one-way trip from one covered medical service to another covered medical service. For example, a reserved trip from a recipient's home to a primary care physician appointment; from the physician's office to the Pharmacy, and from the Pharmacy to the recipient's home constitutes three (3) one-way trips. Exceptions to these criteria may be necessary, e.g., a carrier may need to pick-up or return to work, school, or day care, eligible recipients to acquire necessary medical assistance services. MATP has no obligation to consider recipient's non-MATP related travel plans in the scheduling and routing of MATP service.
- x) **Quarter-Mile Rule**  
The selected Offeror agrees to abide by the following requirements: MATP will not fund trips where the distance from origin to destination is

less than 1/4 mile unless the MATP recipient cannot travel the 1/4 mile independently. If public transit is offered, MA recipients should live no more than 1/4 mile from a public transit stop. If a recipient lives more than 1/4 mile from a public transit stop, but public transit is an appropriate mode, transportation must be provided to and from the public transit stop.

- xi) **Choice of Provider**  
The selected Offeror is required to transport a recipient to the medical provider of the recipient's choice within a HealthChoices Managed Care Organization's network, except in the case of pharmacy and methadone providers. Transportation to a pharmacy or methadone provider shall only be provided to a choice of two pharmacies or two methadone facilities closest to the recipient's residence or two pharmacies closest to the office of the prescribing physician's office.
  
- xii) **Paratransit Pick-Up Rule**  
The selected Offeror must pick up MA recipients within 15 minutes before and after the scheduled pick-up time. This creates a 30-minute pick-up window. The selected Offeror must ensure that recipients are aware of the expectation to be ready and waiting at least 15 minutes before the scheduled pick-up time. Vehicles that arrive before the 30-minute window, or within the 30-minute window but before the pick-up time must wait until the scheduled pick-up time to accommodate a recipient who is not ready. Vehicles arriving at the scheduled pick-up time or within 15 minutes after are not required to wait for a recipient who is not ready. For purposes of the complaint process, pick-ups within the 30-minute window are on time. Pick-ups between 15 and 30 minutes past the pick-up time are late. No more than 10% of trips per month may be late.
  
- xiii) **Unscheduled Pick-up Rule**  
When a time for the recipient's return trip cannot be scheduled in advance, the selected Offeror shall ensure timely pick-up of recipients following the completion of their appointments. Pick-up must occur within one (1) hour of receiving notification that the recipient's appointment is completed. The selected Offeror must ensure that the recipient is returned to their agreed point of origin.
  
- xiv) **Paratransit One-Hour Rule**  
The selected Offeror must not drop off recipients at the medical provider's office more than one (1) hour prior to the medical appointment. The selected Offeror shall not pick up recipients more than one (1) hour after the medical visit has concluded.
  
- xv) **Trip Length Standards**  
During multi-load situations, every effort must be made by the selected Offeror and its subcontracted transportation provider to ensure recipients do not remain in the vehicle for more than forty-five minutes longer than the average travel time for direct transport from the first point of pick-up

to the destination. If delay occurs, the Contractor provider must contact scheduled riders at their pick-up points.

xvi) Adverse Conditions Plan

The Offeror shall have a written plan that describes how the Offeror will provide transportation for recipients who need dialysis and other critical medical care during adverse conditions such as weather (Flooding, heavy rain or snowfall) or significant disruptions in service (i.e., transit strikes).

xvii) Escorts and Attendant Services

The selected Offeror must allow an escort, without charge to the recipient or escort, to accompany the recipient on the MATP trip if a recipient cannot travel independently, because of age, disability or language. These escort costs will be considered a part of the capitated rates. When the selected Offeror is transporting a group of children, the selected Offeror shall provide an attendant. The attendant shall be a paid employee of the selected Offeror or its subcontractor; unlike an escort, who accompanies the MA recipient, the attendant remains with the vehicle. The selected Offeror will not be paid separately for the attendant's trip. The cost of the attendant should be built into the capitated rates. The selected Offeror must allow children to accompany the parent on paratransit vehicles, if a parent is unable to secure childcare and needs to bring children with him or her, if the additional passengers may be added without additional cost to the Department.

xviii) Curb-to-Curb Service

The standard paratransit service shall be curb-to-curb. The selected Offeror must ensure curb-to-curb service is provided for recipients who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the recipient's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any recipient. Drivers are to remain at or near their vehicles and are not to enter any buildings.

xix) Door-to-Door Service

The selected Offeror is required to have capacity to provide door-to-door service based on the level of service that is appropriate for the recipient's physical and mental capabilities. Door-to-door Service is provided to recipients who need assistance to move safely between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver is responsible for assisting the recipient throughout the trip. Drivers, except for ambulance personnel, are not allowed to enter a residence. In order to

receive door-to-door service, the recipient must be assessed and determined eligible. The certification must document that the recipient has a physical, sensory, mental, developmental or cognitive disability that requires door-to-door assistance to be provided for the safe transport of the recipient. It does not include the lifting of any recipient.

The availability of door-to-door service shall be communicated to all recipients at the time they apply for services and any time they request a change to paratransit service. The determination of whether door-to-door or curb-to-curb service will be required should be done at the time of the scheduling of the trip.

xx) Exceptional Transportation

Non-emergency medical transportation that is necessary under extraordinary medical circumstances. This type of travel may require traveling great distances for medical treatment not normally provided through regional medical providers. Exceptional transportation service includes Air travel, lodging, meals, and transportation for visitation purposes. Exceptional transportation requests shall be referred to the CAO.

g. Recruit and Maintain Adequate Transportation Network

i) Carrier Networks

The selected Offeror is required to establish a network of transportation carriers to provide medical transportation services for recipients. The selected Offeror shall ensure that the network includes vehicles that can accommodate persons with disabilities. The selected Offeror may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and least costly transportation services are provided. The selected Offeror shall ensure that access to transportation services shall be at least comparable to transportation resources available to the general public. The selected Offeror shall ensure the provision of service delivery to meet the needs of MA recipients for routinely scheduled trips (i.e., standing orders), non-routinely scheduled trips (i.e., “random” requests), and urgent care trips.

The selected Offeror, including its contractors, owners, investors, Boards of Directors, corporate officers, and employees are prohibited from providing non-emergency medical transportation services or making a referral or subcontracting to a transportation service provider if: the selected Offeror has a financial relationship with the transportation provider; and if an immediate family member with a direct or indirect financial relationship with the transportation provider.

ii) Driver Clearances and Training

The selected Offeror must ensure that all drivers have valid licenses and appropriate clearances and training. Every driver must have a criminal

history check and a child abuse clearance completed prior to driving. The selected Offeror shall develop a policy on clearances and apply it to determine whether employment is appropriate based on the results of the clearances. The policy shall be available to recipients and the Department upon request.

iii) Monitoring

The selected Offeror is responsible for all services provided by its transportation providers. The selected Offeror is required to develop and implement a

Monitoring Plan. The Monitoring plan must be submitted to the Department for approval. The selected Offeror shall provide adequate oversight of transportation service providers and assure that providers comply with the terms of this agreement and all applicable State and Federal laws and regulations. The selected Offeror shall monitor the transportation providers to ensure compliance.

iv) Carriers Terminated for Fraud and Abuse

The selected Offeror is prohibited from contracting with carriers who have been terminated from the Medicaid program by HHS-OIG or the Department for fraud or abuse. In accordance with Section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR 438.610, and other applicable statutes and regulations, the selected Offeror shall not participate with any individual or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States. A searchable database of persons excluded from participation can be found at [www.exclusions.oig.hhs.gov](http://www.exclusions.oig.hhs.gov).

v) Provider Contracts

All subcontracts for the provision of transportation services shall be submitted to the Department for prior approval and specify the following minimum requirements and responsibilities of the Contractor and its subcontracted transportation provider:

- Scope of services required from the transportation provider;
- How the services, activities, and tasks to be performed by the transportation provider will be carried out;
- Pick up and delivery requirements;
- Driver and vehicle requirements;
- Contractor-provided training on the Contractor's policies and procedures
- Contractor-provided training on the Department's policies and requirements for transportation providers, drivers and attendants;
- Procedures the Contractor will employ to monitor the transportation provider and how non-compliance will be addressed by the Contractor;



- Contract effective date and duration, termination, and renewal options;
- Any financial penalties that may be assessed against providers;
- Reporting requirements of the transportation providers and expectations regarding driver logs;
- Financial terms of the agreement including billing schedules and terms of payment for the various modes;
- Provider grievance procedures;
- Driver, vehicle, and equipment requirements and service standards necessary to carry out the range of services covered; and
- Agreement by the transportation provider to be bound by the mandatory terms and conditions of this agreement.

vi) Timely payment

The selected Offeror is required to provide timely payment to each contracted transportation provider based on the authorized services rendered. Upon submission of an accurate invoice with proper documentation, full payment of all authorized trips shall be made to the transportation provider using the following payment schedule:

- 90% of accurate invoices must be adjudicated within 30 days of receipt.
- 100% of accurate invoices must be adjudicated within 45 days of receipt.
- 100% of all invoices must be adjudicated within 90 days of receipt.

An accurate invoice includes properly completed trip tickets or vehicle manifests.

h. Ensure Quality of Services

i) Complaint Process

The selected Offeror must receive and respond to all complaints regarding the delivery of MATP services. A complaint is a verbal or written expression of dissatisfaction. The selected Offeror must develop a complaint process to be approved by the Department prior to implementation. The complaint process must include at a minimum the following:

- documentation of the complaint in writing;
- first level review of the circumstances surrounding the complaint by someone other than those involved in the action which is the subject of the complaint;
- the timeframe by which a response will be received and the nature of that response;
- the identification of a second level reviewer or reviewers; and
- the timeframe by which a written response will be received.

If the complainant is still dissatisfied after at least two levels of review, the selected Offeror must forward the complaint to the Department. Copies of all complaints, responses and corrective action plans must be kept by the selected Offeror and made available to Department staff upon request. The selected Offeror is required to submit monthly reports to the Department to report the aggregate numbers of complaints received by type and disposition.

ii) Customer Satisfaction Survey

The selected Offeror is required to contract with an independent research organization to conduct MATP recipient and provider satisfaction surveys every quarter. The survey should include a statistically significant number of recipients and medical service providers, including a statistically significant subset of recipients with limited English proficiency. The selected Offeror must receive Department approval prior to survey use.

iii) Advisory Council

The selected Offeror is required to establish and maintain an Advisory Council that includes recipients, advocates, health and transportation providers, and other stakeholders to advise on policy and operation issues. The Advisory Council must be active during the program implementation period prior to the operational start date.

i. Maintain Confidentiality of Information

The selected Offeror is required to maintain the confidentiality of program-related information including recipient-specific information. The selected Offeror must take measures to prudently safeguard and protect unauthorized disclosure of the MATP information in its possession. The selected Offeror shall establish internal policies to ensure compliance with Federal and State laws and regulations regarding confidentiality.

j. Emergency Preparedness

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

i) Describe how you anticipate such a crisis will impact your operations.

ii) Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)

- identified essential business functions and key employees (within your organization) necessary to carry them out
- contingency plans for:
  - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
  - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**IV-4. Contract Transition:** Upon expiration or termination of the agreement, the selected Offeror shall provide for a smooth and timely transition of its services to the Department and its contractors, as applicable. The selected Offeror shall develop a basic Transition Outline within 180 days of award. In the event of agreement cancellation or expiration, a detailed Transition Plan shall be provided to the Department 180 days prior to the end of the agreement. The specific objectives of the Plan are to provide for an orderly and controlled transition of the Offeror’s responsibilities to the Department or a successor Offeror at the end of the agreement period and to minimize any disruption of non-emergency transportation services provided to recipients.

The detailed Transition Plan shall include the proposed approach to transition, the tasks and subtasks for transition, a schedule for transition, operational resource requirements, training to be provided, transfer of data, documentation, files and other records, and notification to MA recipients. The plan must also address the transfer of any inventory of training materials; operational procedures manuals, brochures, pamphlets, and all other written materials developed in support of this RFP/Agreement activity to the Department.

In addition, the selected Offeror must:

- Cooperate with the Department and supply the Department and/or its contractor with all information required by the Department and/or its contractor during the transition process.
- Pay all costs related to the transfer of materials and responsibilities as a normal part of doing business with the Department.

**IV-5. MATP Reports and Incident Management**

- a. Reports
 

The selected Offeror must comply with the Department’s reporting requirements. The selected Offeror must submit accurate and complete reports to the Department on a monthly basis or as otherwise requested by the Department. The selected Offeror shall establish and maintain a database sufficient to meet the

reporting requirements of the Department. The database shall capture, at a minimum, the following information:

For each recipient:

- MA ID number
- Name
- Address
- Phone Number
- Special needs
- LEP/Primary Language
- Required mode
- Notes

For each trip:

- MA ID number
- Requester name (if different)
- Date/time of request
- Date/time of medical appointment
- Mode of transportation requested
- Mode of transportation authorized
- Denial reason
- Justification of mode authorized
- Scheduled pick-up/drop-off time
- Actual pick-up/drop-off time
- Escorts
- Pick-up location
- Drop-off location
- Subcontracted provider assigned
- Trip mileage
- Miles traveled by MA recipient
- Destination: Medical provider's name
- Destination: Medical provider's address

The Department will specify the format for each report. Reports shall include, but not be limited to the following:

- *Transportation Request Report.* Summarizing all requests for transportation, authorizations and denials, by mode
- *Transportation Trip Summary.* Summarizing all trips by mode, particularly noting percentage increase in public transportation ridership.
- *Unduplicated Consumer Report.* Summarizing all unduplicated MATP recipients (includes current and new recipients) as well as number and mode of the trips they took.

- *Trip Report.* Listing all completed trips (see Section IV-3 for definition). The data elements must include MA ID number, date of trip, mode, address of pick-up, address of drop-off. (The selected Offeror must also have the ability to upload data into the Department's Data Warehouse as referenced in Appendix H of the RFP.)
- *Call Center Report.* Listing performance statistics specified in Appendix P, Performance Standards.
- *Recipient Satisfaction Survey.* Summarizing the results of the survey required in Section IV-3.
- *Complaint and Appeal Summary.* Summarizing complaints received by type, including disposition and appeals filed.
- *On-Time Report.* Summarizing on-time performance for all paratransit services.
- *No-Show Report.* Summarizing the occurrence of MA recipients failing to make themselves available for the trip. (see Section IV-3 for definition).
- *Missed Trip Report.* Summarizing the occurrences of missed trips (see Section IV-3 for definition).
- *Urgent Care Report.* Summarizing the occurrence of urgent care transportation.

b. Incident Management

The selected Offeror is required to report significant incidents to the Department. Significant incidents include, but are not limited to, the following:

- Assaults (either on a MA recipient or staff member)
- Threats of assault or injury
- Injury to a MA recipient or to a staff member by a recipient
- Accidents while MA recipients are on board that might require medical attention
- Involvement of law enforcement official
- Allegations of abuse
- Medical attention being needed while en route

The Incident Report must include the following (when applicable):

- Name of involved person
- Address
- Date/time of incident
- Location
- Was illness or injury involved
- Description of incident (nature of the incident, witnesses, and narrative of what occurred)

- Final disposition (how you intend to handle the incident, any next steps required, or likely outcomes)
- Name of person submitting the report
- Date of report
- Date forwarded to the Department/MATP

The selected Offeror is required to notify the MATP Program Manager or assigned MATP Program Advisor by phone or internet within 24 hours of any MATP incident involving a child. The selected Offeror must submit written incident reports to the assigned MATP Advisor by FAX within 48 hours of the incident. If final disposition of the incident is not known at the time of the written submission, a follow up report is required within two weeks of the incident.

**IV-6. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.** All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or agreement negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor’s commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or agreement negotiation shall be maintained throughout the term of the agreement. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If an agreement is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original agreement.

The selected contractor shall complete the Prime Contractor’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the agreement is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

If the selected contractor fails to meet its Disadvantaged Business commitment as provided in its agreed upon work plan, DPW may assess liquidated damages as provided in the agreement.

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 DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

**IV-7. CPP Reporting Requirements.** The approved hiring commitment will become a contractual obligation included in the agreement. Hiring commitments shall be maintained throughout the term of the agreement, including any renewal or extensions. In the event of a renewal or extension of the original agreement term and upon request of CPP, the selected Contractor will submit an updated plan. Any proposed change must be submitted to the Contractor Partnership Program, which will make a recommendation to the Contracting Officer regarding course of action. Upon approval of the Department, this updated plan will become part of the agreement. If an agreement is assigned to another contractor, the new contractor must maintain the CPP recruiting and hiring plan of the original agreement. Upon request of CPP the Contractor will submit a revised plan. Upon approval, this plan will become a part of the agreement.

Upon award of the agreement, the selected Offeror is required to complete and submit the PA 1540 Quarterly Employment Report Form on a quarterly basis to document the number of TANF cash assistance recipients hired for that quarter. The form must be completed in its' entirety and forwarded to the Contractor Partnership Program, with a copy sent to the DPW Contract Monitor, by the fifteenth day of the following month after the quarter ends. If the 15<sup>th</sup> falls on a weekend or state holiday the report is due the next business day. The quarters are based on the Department of Public Welfare's fiscal year and are as follows:

<b>Quarters</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Reports Due</b>
1 – First	July 1	September 30	October 15
2 – Second	October 1	December 31	January 15
3 – Third	January 1	March 31	April 15
4 – Fourth	April 1	June 30	July 15

The selected Offeror, regardless of its agreement Effective Date, must submit the PA 1540 based on the schedule above. If an agreement begins in the middle of a quarter the information reported will be based on activity that occurred from the agreement Effective Date through the end of the quarter. If no activity occurred the form must be completed by stating "No Activity in this Quarter with the Contractor's comments. This report must be signed by the entity that holds the agreement with the DPW; it **may not** be signed by a subcontractor.

The information submitted on this report will be audited for its accuracy and the findings will be utilized to determine if the selected Offeror is meeting its hiring requirements.

**Verification**

The Contractor Partnership Program will review the PA 1540 Form for accuracy and completeness. In addition, the individuals reported on the 1540 Form as TANF cash assistance recipients will be verified through DPW's Client Information System (CIS). DPW will take a

statistical sample of all public assistance hires reported to determine if the selected Offeror will receive credit. The results of the sample will determine if additional verification measures are needed. If the selected Offeror is found to report inaccurate information on a consistent basis, it will be reported to the Contracting Officer for appropriate action.

**\*Please note that the PA 1540 Form will be mailed to the Contractor after their agreement is executed.**

**IV-8. Mentor Protégé Program (MPP) Reporting Requirements.** The approved Plan commitment will become a contractual obligation included in the agreement. Mentor Protégé Plan commitment shall be maintained throughout the term of the agreement, including any renewals or extension of the original agreement term and upon request of DPW BEO – MPP, the selected Contractor will submit an updated plan. Any proposal change must be submitted to the Department of Public Welfare, Bureau of Equal Opportunity, Mentor Protégé Program, which will make a recommendation to the Contracting Officer regarding course of action. Upon approval of the Department, this updated plan will become part of the agreement. If an agreement is assigned to another contractor, the new contractor must maintain the Mentor Protégé Plan commitment. Upon request of DPW, BEO – MPP the Contractor will submit a revised plan. Upon approval this plan will become part of the agreement.

Upon award of the agreement, the selected Offeror is required to provide a copy of the signed agreement between the Mentor and the Protégé. The Offeror is required to provide a written narrative to DPW BEO – MPP on a quarterly basis with an update of the Mentor Protégé Program Plan with a copy sent to the DPW Contract Monitor, by the fifteenth day of the following month after the quarter ends. If the 15<sup>th</sup> falls on a weekend or state holiday, the report is due the next business day. The quarters are based on the Department of Public Welfare’s fiscal year and are as follows:

Quarters	Begin Date	End Date	Reports Due
1 – First	July 1	September 30	October 15
2 – Second	October 1	December 31	January 15
3 – Third	January 1	March 31	April 15
4 – Fourth	April 1	June 30	July 15

The selected Offeror, regardless of its agreement Effective Date, must submit the written narrative based on the schedule above. If an agreement begins in the middle of a quarter the information reported will be based on activity that occurred from the agreement Effective Date through the end of the quarter. If no activity occurred, the written narrative must provide an explanation. This written narrative must be signed by the entity that holds the agreement with DPW; it **MAY NOT** be signed by the Protégé.

The information submitted on this report will be audited for its accuracy and the findings will be utilized to determine if the selected Offeror is meeting its Mentor Protégé Program Plan.

**Verification**



The Department of Public Welfare, Bureau of Equal Opportunity – Mentor Protégé Plan will review the written narrative to ensure it is consistent with the Mentor Protégé Program Plan. In addition, DPW BEO – MPP may contact the Protégé to ensure compliance with Mentor Protégé Program Plan. The results will determine if additional verification measures are needed. If the selected Offeror is found to report inaccurate information on a consistent basis, it will be reported to the Contracting Officer for appropriate action.

## STANDARD GRANT TERMS AND CONDITIONS FOR SERVICES

### 1. TERM OF GRANT

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

### 2. INDEPENDENT GRANTEE

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

### 3. COMPLIANCE WITH LAW

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

### 4. ENVIRONMENTAL PROVISIONS

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

### 5. POST-CONSUMER RECYCLED CONTENT

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

### 6. COMPENSATION/EXPENSES

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

### 7. INVOICES

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

### 8. PAYMENT

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

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

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

#### **9. TAXES**

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

#### **10. WARRANTY**

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

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

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

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

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

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

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

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

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

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

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

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

#### **16. DEFAULT**

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

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

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

#### 17. FORCE MAJEURE

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

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

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

#### 18. TERMINATION PROVISIONS

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

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

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

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

#### 19. GRANT CONTROVERSIES

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

#### 20. ASSIGNABILITY AND SUBGRANTING

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

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

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

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

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

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

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

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

## **22. CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to Grant with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process. In furtherance of this policy, Grantee agrees to the following:

- a. Grantee shall maintain the highest standards of honesty and integrity during the performance of this Grant and shall take no action in violation of state or federal laws or regulations or any other

applicable laws or regulations, or other requirements applicable to Grantee or that govern Granting with the Commonwealth.

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



j. Grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency Granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

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

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

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

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

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

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

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

Building, Harrisburg, PA 17120.

- l. Grantee shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Grantee employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Grantee's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth Granting officer or Commonwealth Inspector General in writing.
- n. Grantee, by submission of its bid or proposal and/or execution of this Grant and by the submission of any bills, invoices or requests for payment pursuant to the Grant, certifies and represents that it has not violated any of these Grantee integrity provisions in connection with the submission of the bid or proposal, during any Grant negotiations or during the term of the Grant.
- o. Grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Grantee non-compliance with these provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refers to or concern this Grant.
- p. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other Grant with Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Grantee to complete performance under this Grant, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Paragraph.
  - 1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Grantee from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Grantee; or e) has not been independently developed by Grantee without the use of confidential information of the Commonwealth.
  - 2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or Grantual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Grant.
  - 3) "Grantee" means the individual or entity that has entered into this Grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Grantee.
  - 4) "Financial interest" means:
    - (a) Ownership of more than a five percent interest in any business; or
    - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - 5) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Grants of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
  - 6) "Immediate family" means a spouse and any unemancipated child.

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

**23. GRANTEE RESPONSIBILITY PROVISIONS**

- a. The Grantee certifies, for itself and all its subGrantees, that as of the date of its execution of this Bid/Grant, that neither the Grantee, nor any subGrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Grantee also certifies, that as of the date of its execution of this Bid/Grant, it has no tax liabilities or other Commonwealth obligations.
- c. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- e. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for Investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. The Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

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

**24. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant or from activities provided for under this Grant on the basis of the disability. As a condition of accepting this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.

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

**25. HAZARDOUS SUBSTANCES**

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

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

1) Hazardous substances:

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

2) Hazardous mixtures:

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

3) Single chemicals:

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

4) Chemical Mixtures:

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

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

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

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

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

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

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

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

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

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

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

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

#### **28. INTEGRATION**

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

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

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

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

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

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

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

## **APPENDIX B**

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

#### **A. APPLICABILITY**

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

#### **B. CONFIDENTIALITY**

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

#### **C. INFORMATION**

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

#### **D. CERTIFICATION AND LICENSING**

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

#### **E. PROGRAM SERVICES**

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

#### **F. CHILD PROTECTIVE SERVICE LAWS**

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

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

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



## H. MEDICARE/MEDICAID REIMBURSEMENT

1. To the extent that services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such services may in whole or in part be claimed by the Commonwealth for Medicare/Medicaid reimbursements, contractor/subcontractor agrees to comply with 42 C.F.R., Part 420, including:
  - a. Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.
  - b. Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.
2. Your signature on the proposal certifies under penalty of law that you have not been suspended/terminated from the Medicare/Medicaid Program and will notify the contracting DPW Facility or DPW Program Office immediately should a suspension/termination occur during the contract period.

## I. TRAVEL AND PER DIEM EXPENSES

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

## J. INSURANCE

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

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

## **K. PROPERTY AND SUPPLIES**

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

## **L. DISASTERS**

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

## **M. SUSPENSION OR DEBARMENT**

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

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

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by

the contractor for the purpose of securing business). For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

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

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

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

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

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

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

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

**R. TUBERCULOSIS CONTROL**

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD by Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

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

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

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

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

#### **T. LOBBYING CERTIFICATION AND DISCLOSURE** (applicable to contracts \$100,000 or more)

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

U. **AUDIT CLAUSE**

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

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

# 7090 SUBRECIPIENT AUDITS

---

## AUDIT CLAUSE "A"

---

### AUDIT REQUIREMENTS

#### Federal Audit Requirements

The Provider must comply with all federal and state audit requirements including: the *Single Audit Act*, as amended, 31 U.S.C. 7501 et seq.; Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the Provider is a local government or non-profit organization and expends total federal awards of \$300,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Provider is required to have an audit made in accordance with the provisions of OMB Circular A-133.

If the Provider is a for-profit organization and expends total federal awards of \$300,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the Provider is required to have a program-specific audit made in accordance with the provisions of OMB Circular A-133 and in accordance with the laws and regulations governing the programs in which it participates.

If the Provider expends total federal awards of less than \$300,000 during its fiscal year, it is exempt from these federal audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.

#### Department of Public Welfare Audit Requirements

Government, non-profit, and for-profit providers must meet the Department of Public Welfare's (Department's) 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 Department provided that: (1) a full copy of the audit report is submitted as detailed below and (2) the prescribed Independent Accountant's Report on Applying Agreed-Upon Procedures (AUP) is included in the audit package submitted. The incremental cost for preparation of the AUP cannot be charged to federal funding streams.

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

If in the connection with this agreement the Provider expends \$300,000 or more in combined state and federal funds during the program year specified herein, the Provider is required to have an audit of those funds made in accordance with generally accepted Government Auditing Standards (The Yellow Book) 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 the Department's requirement cannot be charged to federal funding streams.

## 7090 SUBRECIPIENT AUDITS

---

### AUDIT CLAUSE "A" (continued)

---

If in connection with this agreement the Provider expends less than \$300,000 in combined state and federal funds during the program year specified herein, an audit in accordance with Government Auditing Standards (The Yellow Book) is not required. However, the program office has the option to require that the provider submit the attached Independent Accountant's Report on Applying Agreed-Upon Procedures (AUP) where a supplemental schedule (i.e., annual, summary, and/or final report) is required in accordance with this agreement. Information on the content and format of any required financial reports and/or any additional compliance requirements specific to this agreement is contained in the terms and conditions of this agreement. The incremental cost for preparation of the AUP cannot be charged to federal funding streams. Regardless of whether the program office has exercised its option to require an AUP, the Provider is required to maintain auditable records of program activities and to provide access to such records by federal and state agencies or their designees in accordance with the record retention requirements contained in this agreement.

#### REPORT ON APPLYING AGREED-UPON PROCEDURES

Where specified above, the Provider is required to submit an Independent Accountant's Report on Applying Agreed-Upon Procedures (AUP) for the supplemental schedule (i.e., annual summary and/or final report) required in connection with this agreement. The AUP must be in the format and language provided in Enclosure 1 to Audit Clause A. Where an audit is also required, the AUP should be submitted as a part of the complete audit report package. The incremental cost for preparation of the AUP cannot be charged to federal funding streams.

#### SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

##### Federally-Required Audit Reports

The Provider shall submit copies of the audit report package to the Commonwealth which shall include:

1. Financial statements and schedule of expenditures of federal awards.
2. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control, and compliance as well as a schedule of findings and questioned costs.
3. Summary schedule of prior audit findings.
4. Corrective Action Plan.
5. Management letter comments.
6. Independent Accountant's Report on Applying Agreed-Upon Procedures (where required by the Department of Public Welfare).

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.

## 7090 SUBRECIPIENT AUDITS

---

### AUDIT CLAUSE "A" (continued)

---

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

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

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

#### DPW-Required Audit Reports

In the absence of a federally required audit, three copies of the DPW-required audit report package, including the AUP (if required), should be submitted to:

U.S. Postal Service: Department of Public Welfare  
Bureau of Financial Operations  
Audit Resolution Section  
Bertolino Building – Third Floor  
PO Box 2675  
Harrisburg, Pennsylvania 17105-2675

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

#### GENERAL AUDIT PROVISIONS

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

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

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



## 7090 SUBRECIPIENT AUDITS

---

### AUDIT CLAUSE "A" (continued)

---

The Provider shall preserve all books, records, and documents related to this agreement for a period of time which is the greater of four years from the agreement expiration date or 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 agreement is completely or partially terminated, the records related to the work terminated shall be preserved and made available for a period of four years from the date of any resulting financial settlement.

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

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

#### PERIOD SUBJECT TO AUDIT

A federally-required audit made in accordance with OMB Circular A-133 encompasses the fiscal period of the provider. Therefore, the period of the federally-required audit may differ from the official reporting period as specified in this agreement. Where these periods differ, the required supplemental schedule and Report on Applying Agreed-Upon Procedures must be completed for the official annual reporting period of this agreement which 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 finding of non-compliance or internal control weaknesses and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: a brief description identifying the finding; whether the Provider agrees with the finding; the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; a time table for completion of the corrective action steps; and a description of monitoring to be performed to ensure that the steps are taken.

#### REMEDIES FOR NONCOMPLIANCE WITH AUDIT REQUIREMENTS

The Provider's failure to provide an acceptable audit in accordance with the requirements of this clause may result in the Department's not accepting the report and initiating sanctions against the Provider which may include the following:

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

## 7090 SUBRECIPIENT AUDITS

---

### AUDIT CLAUSE "A" (continued)

---

#### TECHNICAL ASSISTANCE

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

DPW Bureau of Financial Operations  
Audit Resolution Section  
Bertolino Building – Third Floor  
PO Box 2675  
Harrisburg, Pennsylvania 17105-2675  
Phone: (717) 787-8890 Fax: (717) 772-2522

# 7090 SUBRECIPIENT AUDITS

---

## ENCLOSURE 1 TO AUDIT CLAUSE "A"

---

### INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To (Auditee)

We have performed the procedures enumerated below, which were agreed to by the Commonwealth of Pennsylvania, Department of Public Welfare (DPW) and (Auditee) solely to assist you with respect to the Supplemental Schedule required by this agreement. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the DPW. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

- (a) We have verified by comparison of the amounts and classifications that the supplemental financial schedule(s) and/or exhibit(s) listed below for fiscal period ended (date) have been accurately compiled in accordance with the provisions of this agreement and reflect the audited books and records of the (auditee). We also have verified by comparison to the sample schedules that these schedules/exhibits are presented, at a minimum, at the level of detail and in the format required by the agreement pertaining to this period.

(List schedules/exhibits required to be submitted.  
i.e., Schedule of Contractual Service Activity – Exhibit 1)

- (b) We inquired of management regarding any adjustments to the reported information which should be made and/or were not reflected on the reports submitted to DPW for the period in question.
- (c) The processes detailed in paragraphs (a) and (b) above disclosed the following adjustments and/or findings which have (have not) been reflected on the corresponding schedules:

(Detail Adjustments/Findings)

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Department of Public Welfare and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. However, this report is a matter of public record and its distribution is not limited.

(Date)

(Signature)

## 7090 SUBRECIPIENT AUDITS

---

### AUDIT CLAUSE "B"

---

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 which support that services provided and 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 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 which is the greater of four years from the contract expiration date or until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, which ever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

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

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

**L. RIDER R**

**COMMONWEALTH TRAVEL RATES**

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

**T. TRAVEL**

THE MILEAGE ALLOWANCE SHALL BE FIFTY AND ONE HALF (50.5) CENTS PER MILE FOR MILES INCURRED BY THE CONTRACTOR'S EMPLOYEES IN DRIVING HIS/HER PERSONAL VEHICLE. TRAVEL COSTS WILL ONLY BE ALLOWED IN THE PERFORMANCE OF THIS CONTRACT.

**U. LODGING RATE ALLOWANCES**

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

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

**M. RIDER R**

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

(2) IN THOSE INSTANCES WHEN LODGING CANNOT BE SECURED WITHIN THE ESTABLISHED LODGING RATE ALLOWANCE, EMPLOYEES MAY EXCEED THE ALLOWANCE IF WRITTEN JUSTIFICATION IS PROVIDED ON THE STD-191 FORM. EMPLOYEES ARE REQUIRED TO PROVIDE, ON THE STD-191 FORM, THE

**REASON FOR SELECTING THE LODGING FACILITY (E.G., CLOSEST LODGING FACILITY TO WORKSITE – NEXT HOTEL 25 MILES AWAY; NO ROOMS AVAILABLE AT HOTEL WITH LOWEST RATE; LODGING FACILITY BOOKED BY COMMONWEALTH TRAVEL CENTER; INCLEMENT WEATHER; LATENESS OF THE HOUR; ETC.). ALTHOUGH EMPLOYEES ARE NOT REQUIRED TO LIST LODGING ESTABLISHMENTS CONTACTED, THEY ARE, HOWEVER, STILL EXPECTED TO SECURE LODGING AT THE AVAILABLE FACILITY OFFERING THE BEST LODGING RATE WITHIN THE IMMEDIATE AREA OF THE TRAVEL ASSIGNMENT.**

- (3) LODGING RATE ALLOWANCES MAY BE EXCEEDED WHEN AN EMPLOYEE MUST STAY AT A SPECIFIC LODGING FACILITY WHERE ROOMS WITHIN THE ALLOWANCE ARE NOT AVAILABLE AND WHERE THE EMPLOYEE'S PRESENCE IS REQUIRED BY THE NATURE OF THE OFFICIAL BUSINESS (E.G., LOCATION OF CONFERENCE, TRAINING COURSE, CONVENTION). A WRITTEN EXPLANATION MUST BE PROVIDED ON THE STD-191 FORM.**
- (4) LODGING ACCOMODATIONS OBTAINED BY COMMONWEALTH EMPLOYEES TRAVELING ON OFFICIAL BUSINESS CAN BE SUBJECT TO SEVERAL DIFFERENT TAXES. THE MOST FREQUENTLY ENCOUNTERED TAXES ARE LISTED BELOW WITH GUIDELINES FOR TRAVELERS REGARDING THE COMMONWEALTH'S OBLIGATION TO PAY:**

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

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

RIDER R

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

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

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

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

SUBSISTENCE-OVERNIGHT TRAVEL

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

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

RIDER R

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

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

NON-OVERNIGHT TRAVEL

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

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

RIDER R

DOCUMENTATION

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

NOTE:

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



APPENDIX C

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

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

I, \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Contractor] a \_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") located at \_\_\_\_\_ [address], having a Social Security or Federal Identification Number of \_\_\_\_\_, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

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

OR

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Use additional sheets if necessary]

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

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

**APPENDIX D**

**PROPOSAL COVER SHEET**

**COMMONWEALTH OF PENNSYLVANIA  
Department of Public Welfare  
Bureau of Financial Operations  
Division of Procurement  
Room 525 Health and Welfare Building  
625 Forster Street  
Harrisburg, PA 17120**

**RFP# 11-10**

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

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

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Contractor Partnership Program Submittal
<input type="checkbox"/>	Mentor Protégé Program
<input type="checkbox"/>	Cost Submittal

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

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

**LOBBYING CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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

## APPENDIX F

### FORMAT FOR QUESTIONS

Date:

Subject: Preproposal Conference Questions

To: Chairman  
Evaluation Committee

From: Name:  
Firm:  
Date:

1.

2.

3.

4.

5.

6.

## **COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE APPENDIX**

**WHEREAS**, the Pennsylvania Department of Welfare (Office of Medical Assistance Programs) and \_\_\_\_\_ (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) 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 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, 42 C.F.R. §§ 431.301-431.302, 45 C.F.R. § 205.50, 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 must be used, handled and disclosed in accordance with this Appendix 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, Public Law 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).
- 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” means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, 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 its contractors/ or 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 Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for providing Medical Assistance Transportation Program (MATP) Services in Philadelphia County under its contract with Covered Entity, except as otherwise stated in this Appendix.

**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 the PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Appendix 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 Appendix. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity 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 Thomas Zarb, Chief, Security Architecture Section, Bureau of Information Systems at 717-772-7449, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Appendix.
- d) **Security Incidents.** In addition to following the breach notification requirements in section 13402 of HITECH Act and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to Thomas Zarb at 717-772-7449, 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 applicable federal and state breach notification requirements. 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 any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix.
- (f) **Right Of Access To PHI.** Business Associate will 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 to the extent and in the manner required by 45 C.F.R. § 164.524 and other applicable federal and state law and agency guidance. If Business Associate maintains an electronic health record, Business Associate must provide the PHI in electronic format if requested. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within five (5) business days. Business Associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, 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 any 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 will 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 Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- (j) Access To Books And Records.** Business Associate will 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 its contract with Covered Entity, Business Associate will return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate will not retain any copies of the PHI after termination of this contract. If return or destruction of the PHI is not feasible, Business Associate extends the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (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 its contract and shall continue to maintain the information required under the various documentation requirements of this Appendix (such as those in §3(h)) for a period of six (6) years after termination of the contract, unless Covered Entity and Business Associate agree otherwise.
- (m) Mitigation Procedures.** Business Associate will 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 Appendix or the Privacy Rule, as amended. Business Associate will mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix or 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 Appendix, applicable laws or agency guidance.
- (o) Grounds For Breach.** Non-compliance by Business Associate with this Appendix or the Privacy or Security Rules, as amended, is a breach of the contract, if Business Associate knew or reasonably should have known of such

non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

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

#### 4. OBLIGATIONS OF COVERED ENTITY:

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

## APPENDIX H

### MATP MONTHLY DATA FILE FORMAT

#### MATP Monthly File Submission

**NAME:** MATP County Transmits:

**File Name: CCMATP**

CC is the submitter's county code where MATP is a constant

**DESCRIPTION:** MATP trip level data in comma delimited text file format

**FORMAT:** .csv

Field Name	Alpha/ Numeric	Special Instructions
County Code	N	County Codes 1-67
Recipient Medical Assistance Identification Number	N	ID Number on Access card
Trip Date	A/N	mm/dd/yyyy
Mode	A/N	M= Mass Transit P= Paratransit R = Reimbursement V= Volunteer
Trip Completed	A/N	Y = Yes, N = No
Escort Needed	A/N	Y = Yes, N = No

#### Instructions on Submitting Monthly Trip Data

MATP Data Collection - MATP Providers must provide trip level data monthly. This is done by submitting an MS Excel file.

The data collected includes County Code, MA ID, Date of Trip, Mode of Transportation, Completed Trip Indicator, and Escort Indicator.

For Example:

<b>County Codes</b>	<b>Individual Number</b>	<b>Date of Trip</b>	<b>Mode</b>	<b>Completed</b>	<b>Escort</b>
22	1234567890	7/1/2007	P	Y	N

The File Name – Getting the correct name of the file to be submitted is very important. The file must be named correctly in order for it to be accepted into the department's database.

The name of each provider's file should be ###MATP.csv, where "###" is the county's numeric code. In our example above, 22 is Dauphin County.

Save your monthly file as a Comma Separated Value file, or CSV file. When saving, use the option "Save As" in the lower dialog box and select Comma Separated Values or "csv". On the "File Name" box, type in your county code and MATP. Please don't type in "csv" as it should automatically become a "csv" file when you press save.

Due Date – The due date is 45 days; a month and a half is given to gather the data. Each file should hold data about trips taken approximately two months previously.

If you are reporting older data - If a file is missed a month or a file load problem was experienced, a file can be loaded with the missed data along with the current monthly trip level data expected during the time period that is current. The "Date of Trip" that is collected will differentiate the different files.

Appending files – When you are submitting more than one month's data, do not send in two files with the same name. The second file will overwrite the first file sent in. Instead, merge the two months of data into one file and submit it as one.

Your monthly trip level data files should be loaded from the 15th calendar day of the current month through 5:25 PM on the last calendar day of the current month.

For example: July 2007 data is to be loaded from September 15th 2007 through the last day of the month, September 30th, 2007.

#### Basic File Transfer Instructions:

- Go to the eGov Data Collection Tool Site
- Enter your User Name and password
- "Browse" for the MS Excel "csv" file
- Load the file
- Change your password if it will expire before the next month's load is due

## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

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

---

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 26, 2008.

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

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

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

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

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

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

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

## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

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

---

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

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

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

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

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

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

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

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

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

## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

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

---

##### GENERAL AUDIT PROVISIONS

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

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

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

The subrecipient shall maintain books, records, and documents related to this contract for a period of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. Any records that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with contract terms and conditions must be maintained. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

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

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



## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

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

---

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

#### SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

##### A. Federally Required Audit Reports

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

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

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

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

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

## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

#### SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

---

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

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

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

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

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

##### **PERIOD SUBJECT TO AUDIT**

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

##### **CORRECTIVE ACTION PLAN**

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

## APPENDIX K

### SUBRECIPIENT / VENDOR AUDITS

---

#### SUBRECIPIENT AUDIT CLAUSE B For-Profit Organization

---

##### REMEDIES FOR NONCOMPLIANCE

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

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

##### TECHNICAL ASSISTANCE

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

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

APPENDIX K

SUBRECIPEINT / VENDOR AUDITS

---

AUDIT CLAUSE B  
For-Profit Organization  
ENCLOSURE I

---

**Independent Accountant's Report**

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

**Independent Accountant's Report**

[Introductory Paragraph]

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

[Scope Paragraph]

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

[Opinion Paragraph]

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

[DATE]

[SIGNATURE]

APPENDIX L

**CORPORATE REFERENCE QUESTIONNAIRE**

Proposer Information  
Information

Reference

**Proposer** \_\_\_\_\_  
\_\_\_\_\_

**Corporation/Company**

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person**

\_\_\_\_\_ **Telephone Number**  
\_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Q1.** What function does/did the contractor perform for you?

**Q2.** What is/was the dollar amount of your contract?

**Q3.** What is/was the time period in which services were provided?

**Ratings: Summarize contractor's performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. Please use the following rating scale.**

**0–Unsatisfactory 1–Poor 2–Fair 3–Good 4–Excellent 5–Demonstrated Exceptional Performance**

<p><b>Q4.</b> Rate the contractor's overall performance.</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>
<p><b>Q5.</b> How would you assess the contractor's key personnel?  (How long did key personnel work on the contract – did they effectively manage the contract – were they responsive to technical direction?)</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>
<p><b>Q6.</b> Please rate and comment on the contractor's ability to work with your in-house staff.</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>
<p><b>Q7.</b> Please rate and comment on the contractor's technical skills and knowledge in providing managed care or healthcare services.</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>
<p><b>Q8.</b> Please rate and comment on the contractor's reasonableness in resolving conflicts or problems.</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>
<p><b>Q9.</b> Please rate and comment on the contractor's commitment to customer satisfaction.</p>	<p>Comments:</p>	<p>Rating: 0 1 2 3 4 5</p>

<p><b>Q10.</b> How cooperative was the contractor during contract negotiations? Please explain your rating.</p>	<ul style="list-style-type: none"> <li>a. Highly cooperative</li> <li>b. Moderately cooperative</li> <li>c. Slightly cooperative</li> <li>d. Slightly uncooperative</li> <li>e. Moderately uncooperative</li> <li>f. Highly uncooperative</li> <li>g. No opinion</li> </ul> <p><b>Explanation:</b></p>
<p><b>Q11.</b> Would you hire the contractor again for another project? Please explain your rating.</p>	<ul style="list-style-type: none"> <li>a. Yes</li> <li>b. No</li> </ul> <p><b>Explanation:</b></p>
<p><b>Q12.</b> What do you view as the contractor's greatest strength?</p>	<p>Comments:</p>
<p><b>Q13.</b> What do you view as the contractor's greatest weakness?</p>	<p>Comments:</p>
<p><b>Q14.</b> Is there anything you would like to add concerning the contractor?</p>	<p>Comments:</p>

**PRINT NAME:** \_\_\_\_\_

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

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

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

**APPENDIX M**

**[DRAFT] GRANT AGREEMENT**

This GRANT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, 2011, between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE (“Department”), and \_\_\_\_\_ (“Grantee”), operating at \_\_\_\_\_.

WITNESSETH:

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

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

WHEREAS, the Department expects to allocate \$\_\_\_\_\_ from funds expected to be appropriated for the Medical Assistance Transportation Program for Philadelphia County; and

WHEREAS, the Grantee will operate the Program described in detail in Rider 2 to this grant, which program meets the Department’s standards; and

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

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

1. The term of this grant shall be from \_\_\_\_\_ to \_\_\_\_\_.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program as described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Performance Standards
Attachment 1	Request For Proposals # 14-09
Attachment 2	Grantee’s Proposal dated _____.



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

## RIDER 1

### PAYMENT PROVISIONS

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

#### A. General

Subject to the availability of state and federal funds and the other terms and conditions of this Grant, the Department will pay the Grantee for providing services under this Agreement, in the estimated amount of \$ \_\_\_\_\_, as may be adjusted pursuant to Paragraph 5 of the Grant Agreement. This amount is based on an estimated number of MA clients in Philadelphia County.

#### B. Payments

##### 1. Per Member Per Month Fee (PMPM).

The Department will make a monthly per member per month (PMPM) payment to Grantee by submitting a request for payment to the Commonwealth's Public Health and Human Services (PHHS) Comptroller's Office. For each month, on or about the first business day of the month, the Department will calculate the PMPM payment for that month by multiplying the applicable PMPM rate by the number of people identified in the Department's Client Information System (CIS) as Medical Assistance eligible in Philadelphia County as of the first day of the month, excluding individuals that are residing in a nursing home. The PMPM payment will be processed within thirty (30) days of submission of the request for payment made by the Department to the PHHS Comptroller.

Beginning on the effective date of this agreement, the Department will reimburse grantee using the PMPM rate of \_\_\_\_\_.

#### C. Performance Standards.

Grantee is responsible for meeting the performance standards set forth in Rider 3. In the event that Grantee fails to meet the performance standards, in addition to any other remedies the Department may have, the Department may assess the amounts described within Rider 3 as liquidated assessments.

1. Categories Performance Standards.

The categories of performance standards are set forth in Rider 3.

2. Procedures and Amounts.

In the event that Grantee fails to meet a performance standard, the Department will provide Grantee with written notice identifying the specific failure(s), may request that Grantee submit a written corrective action plan in relation to any or all failure(s) and may impose assessments. The Grantee must submit its written corrective action plan within seven (7) business days from the date of the written notice. The Department, in its sole discretion, may approve a longer timeframe for the submission of such plans.

The amounts of assessment shown in Rider 3 are maximum assessment amounts and the Department, in its sole discretion, may set the actual assessment at any amount up to that maximum amount.

If the Department elects not to exercise a remedy in a particular instance, this failure may not be construed as a waiver of the Department's right to pursue future assessments of performance standards or any other remedy that may be available.

3. Deductions from Monies Due.

The Department may deduct amounts due as a result of performance standards assessments from any money due or which may become due to Grantee pursuant to this Agreement. The Department will provide LogistiCare with notice of its intent to deduct an assessment.

**D. Audit.**

This Agreement is subject to audit in accordance with Audit Clause B attached to RFP 14-09.

## RIDER 2

### WORK STATEMENT

#### A. Order of Precedence and Definitions

In regard to the governance of the components of this Agreement, the parties agree that:

1. In the event that any terms of this Agreement conflict with, or are inconsistent with the terms of RFP 14-09, the terms of this Agreement govern.
2. In the event that any terms of this Agreement conflict with, or are inconsistent with the terms of the Grantee's Proposal or Clarifications, the terms of this Agreement govern.
3. In the event that any terms of RFP 14-09 conflict with, or are inconsistent with the terms of the Grantee's Proposal or Clarifications, the terms of the RFP govern.
4. In the event that any terms of Grantee's Proposal conflict with, or are inconsistent with the terms of Grantee's Proposal clarifications the terms of the Clarifications will govern.

The use of the term "Contractor" in the Standard Contract Terms and Conditions, Appendix A to RFP 14-09 shall mean Grantee.

#### B. Applicable Laws and Regulations

In the performance of this Agreement, Grantee will comply with all applicable state and federal laws and regulations, in general and specifically those that govern the Medical Assistance Program, including but not limited to:

##### 1. Certification and Licensing.

Grantee will comply with all licensing and certification laws and regulations applicable to the provision of transportation services under this Agreement. Grantee will also require that its transportation providers comply with all applicable certification and licensing laws and regulations.

##### 2. Medical Assistance Program.

Grantee will comply with all applicable federal and state laws, regulations and policies governing the provision of transportation services under the

Medical Assistance Program. The Department, in its sole discretion, may waive the application of any of its state policies or procedures relating to the operation of MATP in Philadelphia County.

3. Limited English Proficiency (LEP).

Grantee must comply with Title VI of the Civil Rights Act, 42 U.S.C. §2000d, including its provisions prohibiting the denial of meaningful access to programs and services because of Limited English Proficiency.

4. EEOC Policy Statement on the Issue of Convictions Records under Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq. and state law and regulations concerning the use of criminal history information.

**C. Program Requirements**

1. Disadvantaged Businesses Commitment.

Grantee will meet and maintain the commitments made as to the inclusion of Disadvantaged Businesses. If Grantee wants to change this commitment in any manner, it must request approval from the Department, who will coordinate this approval with the Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO).

2. Changes in Program Requirements.

If significant amendments, additions or revisions to Pennsylvania's State Plan or to federal or state laws, regulations, guidelines or policies occur and these changes significantly impact Grantee's operation of Philadelphia MATP under this Agreement, the Department and Grantee shall renegotiate the terms of this Agreement in good faith.

3. Notices.

Any notice required or permitted under this Agreement must be hand-delivered or sent by certified mail with return receipt requested. Any notices will be addressed as follows:

If to the Department:

MATP Project Manager  
Office of Medical Assistance Programs  
Department of Public Welfare  
Cherrywood Building, Harrisburg State Hospital  
P.O. Box 2675

Harrisburg, PA 17105-2675

With a copy to:

Sallie A. Rodgers  
Office of General Counsel  
Department of Public Welfare  
Third Floor West Health & Welfare Building  
Harrisburg, PA 17120

If to Grantee:

With a copy to:

The notices will become effective upon the date of receipt or the date specified within the notice, whichever is later. Either party may change its addresses for notification purposes by mailing a notice stating the change and setting forth the new address.

4. Confidentiality and Publicity.

Grantee agrees to maintain and safeguard the confidentiality of information obtained pursuant to this Agreement in accordance with the confidentiality and privacy requirements of federal and state law and regulations, Department procedures and policies regarding confidentiality and disclosure and the requirements of RFP 14-09.

Grantee agrees to discuss and coordinate any public statements bearing on this Agreement or the services provided hereunder with the Department prior to issuance. This does not apply to any disclosure required for a public filing, legal proceedings, or materials that will not be disclosed to third parties other than Grantee's subcontractors under this Agreement.

**D. Financial Requirements**

Grantee shall comply with the following financial requirements:.

1. Solvency Requirement.

For the duration of the Agreement, as of the last day of each quarter, Grantee must be financially solvent. Solvency is defined as assets that equal or exceed liabilities plus owner's equity.

2. Provider Payments

Grantee must pay providers under the following standards which are based upon the date the invoice is received by Grantee.

90% of Accurate Invoices must be adjudicated within thirty (30) days of receipt.

100% of Accurate Invoices must be adjudicated within forty-five (45) days of receipt.

100% of All Invoices must be adjudicated within ninety (90) days of receipt.

An Accurate Invoice includes properly completed trip tickets or vehicle manifests.

Sanctions for noncompliance with this requirement are contained in Rider 3 to this Agreement.

3. Change in Independent Auditor.

Grantee must notify the Department within ten (10) calendar days when the relationship between Grantee and its independent auditor is changed or has ended. The notification must include the date of and reason for the change or termination. If the change or termination occurred as a result of a disagreement or dispute, the nature of the disagreement or dispute must be disclosed. In addition, the name of the replacement auditor, if any, must be provided.

**E. Reporting and Disclosure Requirements.**

1. General Requirements.

Grantee must furnish the Department with reports in the form, manner and time periods specified in the Agreement, including its attachments. If no period, manner or format is specified for a report, Grantee will furnish the reports in the form, manner and time periods as may be reasonably required by the Department. Where appropriate, the Department may modify the form, manner and time period for the reports.

2. Disclosure of Change in Circumstances.

Grantee must report to the Department, no later than ten (10) business days of Grantee's notice of the same, any change in circumstances that may have a material impact on the financial or operational conditions of Grantee or its ability to perform as provided in this Agreement. Such reporting shall be triggered by and include, by way of example and without limitation, the following events, any of which shall be presumed to be material and adverse:

- Suspension, debarment or the preclusion from participation in federally funded health care programs of Grantee, its Parent(s) or any Affiliate or Related Party of either, by any state or the federal government;
- Knowingly having a person act as director, officer, partner or person with beneficial ownership of more than five percent (5%) of Grantee's equity who has been debarred from participation in procurement activities by the federal government;
- Notice of suspension or debarment or notice of an intent to suspend or debar issued by any state or the federal government to Grantee, its Parent(s) or any Affiliate or Related Party of either;
- Any new or previously undisclosed lawsuits or investigations or the status of any lawsuit or investigation by any state or federal agency involving Grantee, its Parent(s) or any Affiliate or Related Party of either, which would have a material impact on Grantee's financial condition or ability to perform under this Agreement;
- The termination of any subcontract for services under this Agreement with a Disadvantaged Business or the termination of any subcontract that may have a material affect on Grantee's ability to perform its responsibilities under this Agreement.

### 3. Program Reports.

In addition to the reporting requirements specified in RFP 14-09 and its appendices (Attachment 1), Grantee will provide the Department with the following reports:

- Disadvantaged Business Report. Within ten (10) business days of the end of each quarter, Grantee must provide the Department with a quarterly report on its utilization of Disadvantaged Businesses. In this report, Grantee must identify each Disadvantaged Businesses to which they made a commitment and the amount of payment made to each Disadvantaged Business for that quarter and for the year to date. If no payments were made, Grantee will indicate that no activity occurred in



its report. Grantee will also identify any new Disadvantaged Businesses to which it made commitments.

- Hiring of Current or Former TANF Recipients. On a semi-annual basis, Grantee will report to the Department on its plan to hire current and former recipients of Temporary Assistance for Needy Families (TANF). Grantee will report the number of current or former recipients hired the positions for which they were hired, and the salary and benefit package of these hires. Grantee is required to meet its commitment in relation to the hiring of TANF recipients.
- Performance Standards. Grantee will furnish the Department with reports on performance standards in the format, manner and time as agreed to by Grantee and the Department and specified in Rider 3.

#### 4. Financial Reporting.

Grantee will submit its Draft Annual Financial Audit together with a cover letter, or other documentation that identifies significant outstanding issues of the audit that could affect Grantee's financial condition. Grantee will submit its most current balance sheet, income statement and statement of cash flow to the Department. The Grantee's Chief Financial Officer will attest, in writing that the submitted statements accurately reflect the financial position, income and cash flow of Grantee and are prepared in accordance with accounting principles consistent with the audited statements.

Grantee will submit its final Annual Financial Audit and agrees to pay an assessment of \$5000.00 per day in the event it is not delivered by that date.

Grantee will submit its annual independent certified public accountant audit by March 31<sup>st</sup> of a given year. If the completion of the final audit report is delayed, the Department will accept a draft audit report by March 31<sup>st</sup> and a final report by April 30<sup>th</sup> of a given year.

Grantee shall provide the following monthly reports, no later than the last day of the following month:

- Balance Sheet.
- Income Statement.
- Statement of Cash Flow.

Generally Accepted Accounting Principles will be utilized to prepare these reports.

Restricted assets must be identified as such, and an explanation must be provided.

The Department may, at its discretion, change the reporting period to calendar quarters, and may change report due dates. Each report will be signed, or accompanied by a cover sheet or cover letter that is signed by the Grantee's Chief Financial Officer.

The Department may ask for an independent audit as necessary or may change the frequency of these reporting requirements upon notice to Grantee.

5. Assessments.

In addition to liquidated damages contained in Rider 3, Performance Standards, the Department may impose additional assessments for Grantee's noncompliance and/or failure to meet the reporting requirements under Section E 5. of this Rider 2, including monthly data submissions, financial statements and all required disclosures. These assessments under this section will be assessed in the amount of \$1,000 per day until the required submission is received by the Department.

**F. Performance Measures.**

Grantee must meet the performance standards contained in Rider 3. The Department will use these performance standards to monitor program performance to demonstrate improvements in MATP.

**G. Termination and Default.**

This provision supplements Sections 16 and 18 of the Standard Contract Terms and Conditions. If the Department provides written notice of default to Grantee, pursuant to section 19(c) of Appendix 1, Standard Contract Terms and Conditions, Grantee will have thirty (30) days (or such longer time as the MATP Project Officer may authorize in writing) to cure such default. The term "unsatisfactory performance" contained in section 16.a.3 is defined as the unsatisfactory performance of the provisions of the Agreement that are not cured in accordance with the terms of the Agreement.

The cure period does not apply if the event causing default is Grantee's debarment, suspension or preclusion from participation in federally funded health care programs of Grantee, its Parent(s) or any Affiliate or Related Party of either, by the federal government or the Commonwealth of Pennsylvania.

**H. Vehicle Liability Insurance.**

Grantee shall maintain a minimum of one million dollars (\$1,000,000.00) Combined Single Limit vehicle insurance and shall name the Commonwealth of Pennsylvania as an additional insured. In no event may these insurance requirements fall below industry standards.

**I. Audit Clause**

This Section I is intended to clarify Section 15 of Attachment 1, Appendix A, Standard Contract Terms and Conditions and Attachment 1, Appendix D, Audit Clause. To the extent that Section I conflicts, or is inconsistent with Attachment 1, Appendices A and D, Section I shall govern.

Grantee shall bear the costs for the annual independent audit examining Grantee's compliance with the terms and conditions of this agreement as required under Attachment 1, Appendix D, Audit Clause. The Commonwealth shall bear all reasonable costs for any audit that it elects to conduct in accordance with Attachment 1, Appendix D, Audit Clause. The Commonwealth will conduct any such audit at a reasonable time and at a site reasonably designated by the Commonwealth.

**J. Modification of Contract**

This Section J is intended to clarify Sections 28 and 29 of Attachment 1, Appendix A, Standard Contract Terms and Conditions. To the extent that Section I conflicts, or is inconsistent with Sections 28 and 29 of Attachment 1, Appendix A, Section J shall govern.

This Contract may only be modified by a written amendment duly executed by authorized officials of both parties. Any amendments to the terms and provisions of this contract are not valid unless signed by both parties and all necessary approvals required by the Commonwealth contracting procedures have been obtained. The Contractor may not perform any work under the terms of any amendment until the Commonwealth has issued a Notice to Proceed, which shall include the Effective Date of the amendment.

## APPENDIX N

### ELIGIBILITY GUIDELINES

#### **1. Self-Referral (HealthChoices, Voluntary Managed Care and ACCESS Plus)**

Consumers are allowed to self-refer for particular medical services (dental, vision, OB/GYN, family planning, chiropractic, and behavioral health services). These services do not require prior approval by a Primary Care Physician (PCP). For family planning services, a consumer can go to a provider in or out of the network. For dental, vision, OB/Gyn, chiropractic and behavioral health services, the consumer must obtain the services from a provider within their MCO (unless the MCO has authorized the person to go out-of-network). To verify that a provider participates in an MCO's network, contact the designated liaison at the MCO

#### **2. Medical Assistance enrolled providers include, but are not limited to:**

Physicians

Dentists

Podiatrists

Medical suppliers (including low vision centers and opticians)

Chiropractors

Independent medical/surgical clinics

All outpatient services provided by general hospitals, including psychiatric services

Independent laboratories

Outpatient - Rehabilitation hospitals and all covered outpatient services provided by the hospitals

Pharmacies

Private psychiatric hospitals

Rural health clinics

Primary health care clinics

Drug and alcohol clinics (including methadone maintenance services)

Inpatient Drug and Alcohol Detoxification } See Section 48

Inpatient Drug and Alcohol Rehabilitation } See Section 48

Nonhospital residential detoxification, rehabilitation, and halfway houses

Family planning clinics

Midwives

Birth Centers

Psychiatric clinics (including mental health partial hospitalization)

Optometrists

Hospice Programs

Freestanding dialysis clinics

Short procedure units

Ambulatory surgical centers

Certified registered nurse practitioners

Psychologists  
Comprehensive outpatient rehabilitation facilities  
Physical therapists  
Certified rehabilitation agencies  
EPSDT service providers, including audiologists, behavioral health wrap-around service providers, residential treatment facilities, occupational therapists, speech therapists, Easter Seal Society and Cerebral Palsy Associations.

### **3. Medical transportation does not include:**

Emergency ambulance transportation  
Non-emergency medically necessary ambulance transportation  
Transportation to sheltered workshops  
Transportation to day care programs (including adult day care)  
Transportation to any service not covered through the Department's Medical Assistance Program  
Transportation as part of inpatient treatment (responsibility of the inpatient facility)  
Exceptional transportation service as defined at 55 Pa. Code 2070.4\*  
Air travel, lodging, meals \*  
Attendants, stretcher service, door-through-door service  
Transportation for visitation purposes \*  
Transports to non-medical services  
Transportation during severe inclement weather when it is deemed unsafe

\*The County Assistance Office (CAO) may provide the service/reimbursement.

### **4. Specific Requirements For Certain Medical Assistance Providers**

Generally, if the MATP is not able to provide transportation to a consumer because the consumer is accessing a service not covered by MA, the MATP should refer the consumer to any other transportation options that may exist in the county.

#### **A. Community Residential Facilities/Therapeutic Rehabilitative Residential Treatment Facilities**

MATP funded transportation can be provided for a consumer's admission to a community residential facility or a therapeutic rehabilitative residential treatment facility and upon discharge from the facility. No other MATP service will be provided while the consumer remains in the facility.

#### **B. Drug and Alcohol**

- 1) Non-hospital residential drug and alcohol (D&A) detoxification, rehabilitation, and halfway house services are covered services only for consumers enrolled in the HealthChoices Program.

- 2) Partial hospitalization for D&A is a covered service for HealthChoices members when verified by the BHMCO. Outpatient D&A services, including Methadone Maintenance Clinics, are covered services for HealthChoices and Fee-for-Service consumers.

### **C. Early Intervention Services for Preschool Children**

ACT 212, the Early Intervention Services System Act, charges the Department of Education with responsibility for the delivery of early intervention services, including the provision of transportation, for children. MATP agencies should check with the Intermediate Unit to determine if a needed medical service is in the child's Individualized Education Plan or Individualized Family Service Plan. If the medical service is cited within the plan, transportation is the school district's responsibility. The MATP agency is required to provide transportation only if the medical service has not been specified in the plan.

### **D. General Hospitals**

MATP funded transportation can only be provided upon a consumer's admission to and upon discharge from the MA covered facility. No other MATP service will be provided while the consumer remains in the facility.

### **E. Mental Health Facilities**

Transportation while a recipient is in an inpatient mental health facility cannot be billed to the MATP. All consumer inpatient costs must be claimed through the facility's inpatient billing procedures. MATP service can be provided to consumers being admitted to and discharged from these facilities.

MATP transportation can also be provided for persons 21 and under, and those 65 and over, going to and from a psychiatric unit.

### **F. Nursing Facilities**

MATP funded transportation can be provided for a consumer's admission to a nursing facility and upon discharge from the facility. It is the responsibility of the nursing facility, not the MATP agency, to provide nonemergency transportation for their nursing home residents as part of their medical assistance per diem rate.

### **G. Personal Care Homes**

Consumers in a licensed personal care home have an agreement with the home as to what services are provided by the facility. If routine transportation services are provided for the consumer, then the MATP is not responsible for the funding of transportation to medical assistance covered services. If routine transportation

is not provided, then the MATP will fund transportation for medical assistance covered services.

It is the MATP's responsibility (and not the consumer's) to contact and request a letter from the PCH Administrator whether routine transportation is provided to residents.

#### **H. Physical Therapists**

Transportation to physical therapists, speech therapists and occupational therapists can be provided to consumers of all ages when provided through outpatient hospital clinics. Additionally, Medicare eligible consumers and children under 21 years of age may be transported to these specialists regardless of location of these services.

#### **I. Psychologist**

In a Fee-for-Service setting, transportation to a psychologist is covered only for children under 21 and for Medicare eligible consumers.

Under managed care (HealthChoices and voluntary), transportation services to psychologists are covered.

#### **J. Veterans Administration Hospitals**

MATP funded transportation cannot be provided to the VA hospital unless the consumer is receiving MA covered services from an enrolled MA provider.

#### **K. Summer Therapeutic Camps**

Trips to and from Summer Therapeutic Camps are the responsibility of the MATP; however, activities requiring transportation that are part of the summer therapeutic sessions are not the responsibility of the MATP.

#### **L. Waiver-Funded Services**

If funding for medical transportation is included in the waiver, MATP funded transportation will not be provided. If funding for medical transportation is not included in the waiver, MATP funded transportation may be provided to MA covered services.

#### **M. Behavioral Health Rehabilitation Services (BHRS) For Children and Adolescents**

Behavioral Health Rehabilitation Services for all children under age 21 with psychiatric, substance abuse or mental retardation disorders, are covered services for consumers enrolled in the HealthChoices Behavioral Health Program

and Fee-for-Service. For children in HealthChoices, the MATP provider should confirm with the MCO Point of Contact and/or Care Manager, that the request for transportation is part of an authorized treatment plan before approving a trip to BHRS site-based services, such as Summer Therapeutic Activities Program (STAP), Day Treatment Program, After School Program, etc. Trips to and from these site-based programs are the responsibility of the MATP; however, MATP is not responsible for BHRS Mobile services such as Therapeutic Staff Support (TSS), Mobile Therapy (MT), or Behavioral Specialist for Children (BSC) being provided at a site listed on the treatment plan.

#### **N. Deceased Consumers**

Payment of a reimbursement check on behalf of a consumer who is deceased should only be made when an individual can prove that he or she transported the consumer to medical visits.

#### **O. General Assistance Consumers**

General Assistance (GA) recipients with a category of assistance and a program status code of TD-55 are not eligible for MATP service.

#### **P. Hospitalized Children**

Transportation to visit children who are hospitalized is not a covered service and should not be considered a medical trip.

#### **Q. Medicare Consumers**

Medical Assistance eligible consumers whose medical service is paid by Medicare can receive MATP service.

#### **R. School Age Children Receiving Physical and Mental Health Services**

MATP agencies should verify with the local Intermediate Unit if transportation for particular medical services is provided for in the child's Individual Education Plan (IEP). If transportation is not provided for and the medical service is MA covered, the MATP is responsible for transporting the child during school hours. If transportation is provided for in the IEP, the MATP is not responsible for transporting the child.

#### **S. Medical Assistance Workers with Disabilities (MAWD)**

Individuals who qualify for the MAWD Program are MA eligible and eligible for the same MATP service as other eligible consumers. MATP agencies are required to provide cost data relating to MAWD consumers on the Quarterly Report.



## APPENDIX P

### PERFORMANCE STANDARDS

#### Key Performance Indicators

CATEGORY	CRITERIA	AGREEMENT STANDARD
Call Center	Blocked Call Rate (Busy signal received)	<5%
	Average Speed of Answer	<30 seconds
	Call Abandonment	<5%
Paratransit Trips	Late Trips (pick up outside 15 minutes)	<10%
	Missed Trips (trip not completed due to provider failure)	<1%
	One-Hour Rule - % of trips where client is dropped off more than 1 hour early or picked up more than 1 hour late as it relates to healthcare service appointment	<10%
	On-time Service	>90 % of trips shall be "on time" for appointment time; "on time" means within 15 minutes of the appointment start time
	Availability of Curb-to-Curb Services	Mandatory (any instance of failure will result in sanction)
Complaints	% of Trips Generating a Complaint	<5%
Customer Satisfaction	Total Consumer Satisfaction Rating	>85%
	Consumer Satisfaction Rating for Children	>85%
	Consumer Satisfaction Rating for clients with LEP	>85%

## Service Level Agreements

TITLE	CAT	OBJECTIVES	MEASUREMENT	TARGET METRIC	SUPPORT MEASURE	CONDITIONS	LIQUIDATED DAMAGES
Minority Business Enterprise(MBE)/ Women Business Enterprise (WBE)	SLA	The selected contractor will meet their commitment to fulfill MBE/WBE requirements.	Copy of the Quarterly DGS MBE/WBE report must be provided to DPW to illustrate the commitment to MBE/WBE requirements. In addition, DPW will have the right to make periodic site visits for monitoring purposes.	TBD by Bid	Agree-ment monitoring tool to be developed	DPW will consider extenuating circumstances when evaluating to adherence to this regulation.	10% of the Final MBE/WBE commitment for noncompliance; assessed on an annual basis.
Contractor Partnership Program (CPP)	SLA	The selected contractor will meet their commitment to fulfill CPP requirements.	Copy of the Quarterly CPP report must be provided to the Contracting Officer and the CPP Office to illustrate the commitment to CPP requirements.	TBD by Bid	Agree-ment monitoring tool to be developed	DPW will consider extenuating circumstances when evaluating to adherence to this regulation.	Corrective Action Plan (CAP) and failure to adhere to requirement may be grounds for agreement loss and grounds for non-renewal.

**APPENDIX Q(2)**

**PENNSYLVANIA MEDICAID MANAGED CARE ORGANIZATION (MCO) DIRECTORY**

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>Mandatory Physical Health MCOs – HealthChoices Lehigh/Capital Zone</b>		
<b>Deborah Nichols CEO</b> <b>Aetna Better Health L/Cap Zone</b> 2000 Market Street., Suite 850 Philadelphia, PA 19103	Phone: 215- 282-3503 Fax: 860-902-7827 Email address: <a href="mailto:Deborah.nichols@aetna.com">Deborah.nichols@aetna.com</a>	Counties: Adams, Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Perry, York
<b>Medical Director: Chandra Kee</b> 2000 Market Street., Suite 850 Philadelphia, PA 19103	Phone: 215-282-3539 Fax: 860-902-7827 Email address: <a href="mailto:keec@aetna.com">keec@aetna.com</a>	
<b>MCO Contact: Le'Dice Murphy</b> Government Affairs Liason 2000 Market Street., Suite 850 Philadelphia, PA 19103	Phone: 215-282-3507: Fax: 860-902-7827 Email address: <a href="mailto:MurphyL4@aetna.com">MurphyL4@aetna.com</a>	<b>DPW Core Team Leader:</b> <b>Vivienne Elby Bowers</b> Phone: 717-772-6289 Fax: 717-772-6328
	Member Services Department: 1-866-638-1232 TTY: 7-1-1 Special Needs Unit: 1-866-638-1232 TTY: 7-1-1 Provider Services Department: 1-866-638-1232	
<b>Michael Rashid, President &amp; CEO</b> <b>AmeriHealth Mercy Health Plan</b> 200 Stevens Drive Philadelphia, PA 19113	Phone: 215-937-8400 Fax: 215-937-8202 <a href="http://www.amerihealthmercyhp.com">www.amerihealthmercyhp.com</a>	Adams, Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Perry and York Counties
<b>Jay Feldstein, D.O.</b> <b>AmeriHealth Mercy Family of Companies</b> Interim President, PA Managed Care	Phone: 215-937-8250 Fax: 215-937-8202 <a href="http://www.amerihealthmercy.com">www.amerihealthmercy.com</a>	
<b>MCO Medical Director:</b> <b>Eric Berman D.O.</b>	Phone: 215-863-5804 <a href="mailto:Eric.Berman@kmhp.com">Eric.Berman@kmhp.com</a>	
<b>MCO Contact: Ellan Baumgartner</b> Manager Government Affairs	Phone: 215-863-5215 Fax: 215-937-5377 <a href="mailto:Ellan.Baumgartner@kmhp.com">Ellan.Baumgartner@kmhp.com</a>	<b>DPW Core Team Leader:</b> <b>Charlie Hill</b> Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 888-991-7200 TTY 888-987-5704 Special Needs Unit: 888-991-7200 TTY 888-987-5704 Provider Services Department: 800-521-6007	

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>Michael Blackwood, President &amp; CEO</b> <b>Gateway Health Plan</b> U.S. Steel Tower, Floor 41 600 Grant Street Pittsburgh, PA 15219-2704	Phone: 412-255-4640 Fax: 412-255-4504 <a href="http://www.gatewayhealthplan.com">www.gatewayhealthplan.com</a>	Adams, Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Perry and York Counties
<b>MCO Medical Director: Dr. Michael Madden</b>	Phone: 412-255-4640 Fax: 412-255-4503 <a href="mailto:mmadden@gatewayhealthplan.com">mmadden@gatewayhealthplan.com</a>	
<b>MCO Contact: Mimi Clavir</b> Government Affairs Specialist	Phone: 412-255-4173 Fax: 412-255-4503 <a href="mailto:mclavir@gatewayhealthplan.com">mclavir@gatewayhealthplan.com</a>	<b>DPW Core Team Leader: Alinda Burrell</b> Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 800-392-1147 TTY 800-654-5988 Special Needs Unit: 800-392-1146 TTY 800-654-5988 Provider Services Department: 800-392-1145	
<b>Heather Cianfrocco, President</b> <b>Unison of Pennsylvania</b> <b>300 Oxford Drive</b> <b>Monroeville, PA 15146</b>	<u>Assistant Tawnie Schubert:</u> Phone: 412-376-9912 Fax: 215-832-4702 <a href="mailto:heather.cianfrocco@uhc.com">heather.cianfrocco@uhc.com</a>	
<b>Unison Health Plan/MedPLUS</b> Unison Plaza 1001 Brinton Road Pittsburgh, PA 15221	Phone: 412-858-4000 Fax: 412-858-4060 <a href="http://www.unisonhealthplan.com">www.unisonhealthplan.com</a>	Adams, Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Perry and York Counties
<b>MCO Medical Director: Joseph Sheridan, D.O.</b>	Phone: 412-858-4000 <a href="mailto:Joseph.Sheridan@unisonhealthplan.com">Joseph.Sheridan@unisonhealthplan.com</a>	
MCO Contact: Vicki Fisher Government Affairs Specialist	Phone: 412-376-9927 Fax: 412.4571364 <a href="mailto:vicki.fisher@uhc.com">vicki.fisher@uhc.com</a>	<b>DPW Core Team Leader: Terry Carpenter</b> Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 800-414-9025 711(hearing –impaired) Special Needs Unit: 877-844-8844 711(hearing –impaired) Provider Services Department: 800-600-9007	
<b>President &amp; CEO John Lovelace</b> <b>UPMC for You L/C Zone</b> 112 Washington Place Chatham Two, 11 <sup>th</sup> Floor Pittsburgh, PA 15219	Phone:412-454-5269 Fax:412-454-7527 Email address: <a href="mailto:lovelacejg@upmc.edu">lovelacejg@upmc.edu</a>	Counties: Adams, Berks, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Northampton, Perry, York

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>MCO Medical Director:</b> Dr. J. Scott Strenio	Phone: 412-454-5991 Fax: 412-454-2778 Email address: <a href="mailto:streniojs@upmc.edu">streniojs@upmc.edu</a>	
<b>MCO Contact: Adriana Fedunok</b> Compliance Coordinator & Government Liaison	Phone: 412-454-7955 Fax: 412-454-7544 Email address: <a href="mailto:upmc4qa@upmc.edu">upmc4qa@upmc.edu</a>	<b>DPW Core Team Leader:</b> <b>Sue Pontius</b> Phone: 717-346-8388 Fax: 717-772-6328
	Member Services Department: <b>1-800-286-4242 (Southwest)</b> <b>1-866-353-4345 (Lehigh/Capital)</b> TTY: <b>1-800-361-2629</b> Special Needs Unit: <b>1-866-463-1462</b> TTY: <b>1-800-361-2629</b> Provider Services Department: <b>1-866-918-1595</b>	
<b>Mandatory Behavioral Health Contractors – HealthChoices Lehigh/Capital Zone</b>		
<b>Scott Suhring, CEO</b> <b>Capital Area Behavioral Health Collaborative, Inc.</b> 2300 Vartan Way, Suite 206 Harrisburg, PA 17110	Phone: 717-671-7190 Fax: 717-671-7289 <a href="mailto:ssuhring@cabhc.org">ssuhring@cabhc.org</a>	Cumberland, Dauphin, Lancaster, Lebanon and Perry Counties
<b>Behavioral Health Subcontractor – Community Behavioral Healthcare Network of Pennsylvania (CBHNP)</b>		
<b>MCO Contact: Richard S. Edley, Ph.D.</b> <b>President &amp; CEO, CBHNP</b> 8040 Carlson Road PO Box 6600 Harrisburg, PA 17112	Phone: 717-671-6500 Fax: 717-671-6546 <a href="mailto:redley@cbhnp.org">redley@cbhnp.org</a>	<b>DPW Staff Liaison:</b> <b>Helen Shuman</b> Phone: 717-772-7226 Fax: 717-705-8386 <a href="mailto:hshuman@state.pa.us">hshuman@state.pa.us</a>
	Member Services: 888-722-8646	
<b>Allison Frantz, HealthChoices Administrator</b> <b>Lehigh County Government Center</b> 17 South 7 <sup>th</sup> Street, 2 <sup>nd</sup> Floor Allentown, PA 18101-2400	Phone: 610-782-3520 Fax: 610-820-3689 <a href="mailto:allisonfrantz@lehighcounty.org">allisonfrantz@lehighcounty.org</a>	Lehigh County
<b>Behavioral Health Subcontractor – Magellan Behavioral Health</b>		
<b>MCO Contact: Diane Marciano</b> General Manager 3897 Adler Place, Building C Bethlehem, PA 18017	Phone: 610-814-8050 Fax: 610-814-8066 <a href="mailto:DEMarciano@magellanhealth.com">DEMarciano@magellanhealth.com</a>	<b>DPW Staff Liaison:</b> <b>Marcy Rachko</b> Phone: 570-963-4942 <a href="mailto:mrachko@state.pa.us">mrachko@state.pa.us</a>
	Member Services: 866-238-2311	

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>Larry Schaedel, Northampton Project Officer</b> <b>Northampton County Dept. of Human Services - HealthChoices Program</b> 520 East Broad Street Bethlehem, PA 18018	Phone: 610-997-5858 610-559-3010 Fax: 610-997-5808	Northampton
<b>Behavioral Health Subcontractor – Magellan Behavioral Health</b>		
<b>MCO Contact: Diane Marciano</b> General Manager 3897 Adler Place, Building C Bethlehem, PA 18017	Phone: 610-814-8050 Fax 610-814-8066 <a href="mailto:DEMarciano@magellanhealth.com">DEMarciano@magellanhealth.com</a>	<b>DPW Staff Liaison:</b> <b>Marcy Rachko</b> Phone: 570-963-4942 <a href="mailto:mrachko@state.pa.us">mrachko@state.pa.us</a>
	Member Services: 866-238-2312	
<b>Michelle Hovis, Director</b> <b>York County Government Center</b> 100 West Market Street, 3 <sup>rd</sup> Floor York, PA 17401	Phone: 717-771-9618 Fax: 717-771-9826 <a href="mailto:mphovis@york-county.org">mphovis@york-county.org</a>	Adams and York Counties
<b>Behavioral Health Subcontractor – Community Care Behavioral Health Organization (CCBHO)</b>		
<b>MCO Contact: James Myers</b> Regional Director P.O. Box 1266 Camp Hill, PA 17011-1266	Phone: 717-731-3600 Fax: 866-615-9386 <a href="mailto:myersjb2@ccbh.com">myersjb2@ccbh.com</a>	<b>DPW Staff Liaison:</b> <b>Scott Heller, Psy.D</b> Phone: 717-772-7208 <a href="mailto:scheller@state.pa.us">scheller@state.pa.us</a>
	Member Services: 866-738-9849 (Adams County) 866-542-0299 (York County) 866-229-3187 (Spanish Line) Provider Line: 888-251-2224	
<b>Edward B. Michalik MH/MR Administrator</b> <b>Berks County MH/MR Program</b> 633 Court Street, 15 <sup>th</sup> Floor Reading, PA 19601	Phone: 610-478-3271, Ext. 6583 Fax: 610-478-4980 <a href="mailto:emichalik@countyofberks.com">emichalik@countyofberks.com</a>	Berks County
<b>Lydia Singley, Program Director</b> <b>Berks County MH/MR Program</b> 633 Court Street, 15 <sup>th</sup> Floor Reading, PA 19601	Phone: 610-478-3271, Ext. 6581 Fax: 610-478-4980 <a href="mailto:LSingley@countyofberks.com">LSingley@countyofberks.com</a>	
<b>Behavioral Health Subcontractor – Community Care Behavioral Health Organization (CCBHO)</b>		
<b>MCO Contact: Jim Myers</b> Regional Director P.O. Box 1266 Camp Hill, PA 17011-1266	Phone: 717-731-3600 Fax: 866-615-9386 <a href="mailto:myersjb2@cchb.com">myersjb2@cchb.com</a>	<b>DPW Staff Liaison:</b> <b>Lynn Wright-Frisk</b> Phone: 570-963-4941 <a href="mailto:lywright@state.pa.us">lywright@state.pa.us</a>
	Member Services: 866-292-7886 866-229-3187 (Spanish Line)	

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
	Provider Line: 888-251-2224	
<b>Mandatory Behavioral Health Contractors – HealthChoices Northeast Zone</b>		
<b>James Gallagher NBHCC</b> 72 Glenmaura National Boulevard Moosic, PA 18507	Phone: 570-344-2005 <a href="mailto:jgallagher@nbhcc.org">jgallagher@nbhcc.org</a>	Lackawanna, Luzerne, Susquehanna and Wyoming Counties
<b>Behavioral Health Subcontractor – Community Care Behavioral Health Organization (CCBHO)</b>		
<b>MCO Contact: Tina Wydeen, Regional Director</b> 72 Glenmaura National Boulevard, 2 <sup>nd</sup> Floor Moosic, PA 18507	Phone: 570-496-1300 Fax: 866-263-2860 <a href="mailto:wydeencr@ccbh.com">wydeencr@ccbh.com</a>	<b>DPW Staff Liaison: Lynn Wright-Frisk</b> Phone: 570-963-4941 <a href="mailto:lywright@state.pa.us">lywright@state.pa.us</a>
	Member Services: 866-668-4696 Provider Line: 888-251-2224	
<b>Mandatory Behavioral Health Contractors – HealthChoices North/Central State Option</b>		
<b>James Gavin, Executive Director Community Care BHO</b> One Chatham Center, Suite 700 112 Washington Place Pittsburgh, PA 15219	Phone: 412-454-2149 Fax: 412-454-8631 <a href="mailto:gavinjg@ccbh.com">gavinjg@ccbh.com</a>	Bradford, Cameron, Centre, Clarion, Clearfield, Columbia, Elk, Forest, Huntingdon, Jefferson, Juniata, McKean, Mifflin, Montour, Northumberland, Potter, Schuylkill, Snyder, Sullivan, Tioga, Union, Warren and Wayne Counties
<b>Behavioral Health Subcontractor – Community Care Behavioral Health Organization (CCBHO)</b>		
<b>MCO Contact: James Gavin</b>	See above	<b>DPW Staff Liaison: Jason de Manincor</b> Phone: 717-772-6835 Fax: 717-705-8386 <a href="mailto:jdemaninco@state.pa.us">jdemaninco@state.pa.us</a>
	Member Services: 866-878-6046	
<b>Mandatory Physical Health MCOs – HealthChoices Southeast</b>		
<b>Deborah Nichols, CEO Aetna Better Health SE Zone</b> 2000 Market Street., Suite 850 Philadelphia, PA 19103	Phone: 215- 282-3503 Fax: 860-902-7827 Email address: <a href="mailto:Deborah.nichols@aetna.com">Deborah.nichols@aetna.com</a>	Counties: Bucks, Chester, Delaware, Montgomery, Philadelphia
<b>Medical Director: Chandra Kee</b> 2000 Market Street., Suite 850	Phone: 215-282-3539 Fax: 860-902-7827	

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
Philadelphia, PA 19103	Email address: <a href="mailto:keec@aetna.com">keec@aetna.com</a>	
<b>MCO Contact: Le'Dice Murphy</b> Government Affairs Liason 2000 Market Street., Suite 850 Philadelphia, PA 19103	Phone: 215-282-3507 Fax: 860-902-7827 Email address: <a href="mailto:MurphyL4@aetna.com">MurphyL4@aetna.com</a>	<b>DPW Core Team Leader:</b> <b>Vivienne Elby Bowers</b> Phone: 717-772-6289 Fax: 717-772-6328
	Member Services Department: 1-866-638-1232 TTY: 7-1-1 Special Needs Unit: 1-866-638-1232 TTY: 7-1-1 Provider Services Department: 1-866-638-1232	
<b>Heather Cianfrocco, President</b> <b>AmeriChoice of Pennsylvania</b> 300 Oxford Drive Monroeville, PA 15146	<u>Assistant Tawnie Schubert:</u> Phone: 412-376-9912 Fax: 215-832-4702 <a href="mailto:heather.cianfrocco@uhc.com">heather.cianfrocco@uhc.com</a>	
<b>AmeriChoice of Pennsylvania</b> The Wanamaker Building 100 Penn Square East, Suite 900 Philadelphia, PA 19107	Phone: 215-832-4500 Fax: 215-832-4702 <a href="http://www.americhoice.com">www.americhoice.com</a>	Bucks, Chester, Delaware, Montgomery and Philadelphia Counties
<b>MCO Medical Director: Joseph Sheridan,</b> <b>D.O.</b>	Phone: 412-858-4000 <a href="mailto:Joseph.Sheridan@unisonhealthplan.com">Joseph.Sheridan@unisonhealthplan.com</a>	
<b>MCO Contact: Carol Lavoritano</b> Director, Medicaid and CHIP Program Management	Phone: 215-832-4534 Fax: 215-832-4702 <a href="mailto:clavoritano@uhc.com">clavoritano@uhc.com</a>	<b>DPW Core Team Leader:</b> <b>Terry Carpenter</b> Phone: 717-772-6300 Fax: 717-772-6328
<b>MCO Contact: Allison Davenport</b> Director of Government Affairs and Compliance	Phone: 215-832-4842 Fax: 215-832-4702 <a href="mailto:allison_davenport@uhc.com">allison_davenport@uhc.com</a>	
	Member Services Department: 800-321-4462 TTY 800-654-5984 Special Needs Unit: 800-321-4462 TTY 800-654-5984 Provider Services Department: 800-345-3627	
<b>President &amp; CEO Timothy Nolan</b> <b>Coventry Cares Health Plan SE Zone</b> 401 Plymouth Road, Suite 350 Plymouth Meeting, PA 19462	Phone: 610-729-7534 Fax: 610-729-7538 Email address: <a href="mailto:tenolan@cvty.com">tenolan@cvty.com</a>	Counties: Bucks, Chester, Delaware, Montgomery, Philadelphia



NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>MCO Medical Director/VP of Medical Affairs:</b> <b>Gaspere Geraci, M.D.</b> 3721 TecPort Drive Harrisburg, PA 17111	<b>Phone: 717-903-1100</b> Fax: 717-671-2459 Email address: <a href="mailto:gcgeraci@cvty.com">gcgeraci@cvty.com</a>	
<b>MCO Contact: Denise Croce, Vice President Health Choices &amp; Program Manager</b>	Phone: 302-995-6100 ext 1563 Fax: 866-602-1246 Email address: <a href="mailto:dxcroce@cvty.com">dxcroce@cvty.com</a>	<b>DPW Core Team Leader:</b> <b>Liz DeLuca</b> Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 1-866-903-0748 TTY: 1-800-613-3087 Special Needs Unit: 1-866-427-9721 TTY: 1-800-613-3087 Provider Services Department: 1-866-903-0748 (request provider services)	
<b>William George, President &amp; CEO Health Partners of Philadelphia, Inc.</b> 901 Market Street, Suite 500 Philadelphia, PA 19107	Phone: 215-991-4044 Fax: 215-849-7097 <a href="http://www.healthpart.com">www.healthpart.com</a>	Bucks, Chester, Delaware, Montgomery and Philadelphia Counties
<b>MCO Medical Director: Mary C. Stom, M.D.</b>	Phone: 215-849-9606 <a href="mailto:mcstom@healthpart.com">mcstom@healthpart.com</a>	
<b>MCO Contact: Kearline McKellar-Jones</b> Vice President of Government Relations & Compliance	Phone: 215-991-4063 Fax: 215-849-2132 <a href="mailto:kmjones@healthpart.com">kmjones@healthpart.com</a>	<b>DPW Core Team Leader:</b> <b>Darlene Irving</b>
<b>MCO Contact: Pati Gaul</b> Director of Compliance	Phone: 215-991-4067 Fax: 215-967-9266 <a href="mailto:pgaul@healthpart.com">pgaul@healthpart.com</a>	Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 800-553-0784 TTY 877-454-8477 Special Needs Unit: 215-991-4370 TTY 215-849-1579 Provider Services Department: 215-991-4350 (Phil. Area local calls) 888-991-9023	
<b>Michael Rashid, President &amp; CEO Keystone Mercy Health Plan</b> 200 Stevens Drive Philadelphia, PA 19113-1570	Phone: 215-937-8400 Fax: 215-937-8202 <a href="http://www.keystonemercy.com">www.keystonemercy.com</a>	Bucks, Chester, Delaware, Montgomery and Philadelphia Counties
<b>Jay Feldstein, D.O.</b> <b>AmeriHealth Mercy Family of Companies</b> Interim President, PA Managed Care	Phone: 215-937-8250 Fax: 215-937-8202 <a href="http://www.amerihealthmercy.com">www.amerihealthmercy.com</a>	
<b>MCO Medical Director:</b> <b>Eric Berman, D.O.</b>	Phone: 215-863-5804 <a href="mailto:Eric.Berman@kmhp.com">Eric.Berman@kmhp.com</a>	

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>MCO Contact: Ellan Baumgartner</b> <b>Manager, Government Affairs</b>	Phone: 215-863-5215 Fax: 215-937-5377 <a href="mailto:Ellan.Baumgartner@kmhp.com">Ellan.Baumgartner@kmhp.com</a>	<b>DPW Core Team Leader:</b> <b>Charlie Hill</b> Phone: 717-772-6300 Fax: 717-772-6328
Member Services Department: 800-521-6860 TTY 800-684-5505 Special Needs Unit: 800-521-6860 TTY 800-684-5505 Provider Services Department: 800-521-6007		
<b>Mandatory Behavioral Health Contractors – HealthChoices Southeast Zone</b>		
<b>Bernard McBride, BH Project Director</b> <b>Bucks County Behavioral Health System</b> 600 Louis Drive, Suite 102-A Warminster, PA 18974	Phone: 215-773-9313 Fax: 215-773-9317 <a href="mailto:bjmcbride@co.bucks.pa.us">bjmcbride@co.bucks.pa.us</a>	Bucks County
<b>Behavioral Health Subcontractor – Magellan Behavioral Health</b>		
<b>MCO Contact: Robert M. Waters, MSSW</b> V.P., Account Management Magellan Behavioral Health of PA 105 Terry Drive, Suite 103 Newtown, PA 18940	Phone: 215-504-3915 Fax: 443-896-1364 <a href="mailto:rmwaters@magellanhealth.com">rmwaters@magellanhealth.com</a>	<b>DPW Staff Liaison:</b> <b>Scott Ashenfelter</b> Phone: 610-313-5844 Fax: 610-313-5845 <a href="mailto:sashenfelt@state.pa.us">sashenfelt@state.pa.us</a>
Member Services: 877-769-9784		
<b>Donna Carlson, BH Project Director</b> <b>Department of Human Services</b> 601 Westtown Road, Suite 330 P.O. Box 2747 West Chester, PA 19380-0990	Phone: 610-344-5300 Fax: 610-344-5736 <a href="mailto:dcarlson@Chesco.org">dcarlson@Chesco.org</a>	Chester County
<b>Behavioral Health Subcontractor – Community Care Behavioral Healthcare Organization (Community Care)</b>		
<b>MCO Contact: Beth Pickering</b> Regional Director One East Uwchlan Avenue, Suite 311 Exton, PA 19341	Phone: 610-594-2800 Fax: 888-588-7567 <a href="mailto:pickeringba@ccbh.com">pickeringba@ccbh.com</a>	<b>DPW Staff Liaison:</b> <b>Mark Elsasser</b> Phone: 610-313-5844 Fax: 610-313-5845 <a href="mailto:melsasser@state.pa.us">melsasser@state.pa.us</a>
Member Services 866-622-4228 Spanish Line: 866-229-3187 Provider Line: 888-251-2224		

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>LeeAnn Moyer, Deputy Administrator of Behavioral Health</b> <b>Montgomery County Behavioral Health</b> Montgomery County Human Svcs. Center 1430 DeKalb Street, P.O. Box 311 Norristown, PA 19404	Phone: 610-292-4575 Fax: 610-278-3683 <a href="mailto:lmoyer@mail.montcopa.org">lmoyer@mail.montcopa.org</a>	Montgomery County
<b>Behavioral Health Subcontractor – Magellan Behavioral Health</b>		
<b>MCO Contact: Robert M. Waters, MSSW</b> V.P., Account Management Magellan Behavioral Health of PA 105 Terry Drive, Suite 103 Newtown, PA 18940	Phone: 215-504-3915 Fax: 443-896-1364 <a href="mailto:rmwaters@magellanhealth.com">rmwaters@magellanhealth.com</a>	<b>DPW Staff Liaison:</b> <b>Scott Ashenfelter</b> Phone: 610-313-5844 Fax: 610-313-5845 <a href="mailto:sashenfelt@state.pa.us">sashenfelt@state.pa.us</a>
	Member Services: 877-769-9782	
<b>Jonna L. DiStefano, Administrator</b> <b>Delaware County Office of Behavioral Health</b> 20 South 69 <sup>th</sup> Street, 3 <sup>rd</sup> Floor Upper Darby, PA 19082	Phone: 610-713-2365 Fax: 610-713-2378 <a href="mailto:DiStefanoj@co.delaware.pa.us">DiStefanoj@co.delaware.pa.us</a>	Delaware County
<b>Behavioral Health Subcontractor – Magellan Behavioral Health</b>		
<b>MCO Contact: Robert M. Waters, MSSW</b> V.P., Account Management Magellan Behavioral Health of PA 105 Terry Drive, Suite 103 Newtown, PA 18940	Phone: 215-504-3915 Fax: 443-896-1364 <a href="mailto:rmwaters@magellanhealth.com">rmwaters@magellanhealth.com</a>	<b>DPW Staff Liaison:</b> <b>Mark Elsasser</b> Phone: 610-313-5844 Fax: 610-313-5845 <a href="mailto:melsasser@state.pa.us">melsasser@state.pa.us</a>
	Member Services: 888-207-2911	
<b>Dr. Arthur Evans, Director</b> <b>Michael Covone, Deputy Director</b> <b>Dept. of Behavioral Health/Mental Retardation Services</b> 1101 Market Street, 7 <sup>th</sup> Floor Philadelphia, PA 19107	Phone: 215-685-5400 Fax: 215-685-4151 <a href="mailto:Arthur.c.evans@phila.gov">Arthur.c.evans@phila.gov</a> <a href="mailto:michael.covone@phila.gov">michael.covone@phila.gov</a>	Philadelphia County
<b>Behavioral Health Subcontractor – Community Behavioral Health</b>		
<b>MCO Contact: Nancy Lucas, CEO</b> 801 Market St, 7 <sup>th</sup> Floor Philadelphia, PA 19107	Phone: 215-413-3100 Fax: 215-413-7111 <a href="mailto:nancy.lucas@phila.gov">nancy.lucas@phila.gov</a>	<b>DPW Staff Liaison:</b> <b>Mark Elsasser</b> Phone: 610-313-5844 Fax: 610-313-5845 <a href="mailto:melsasser@state.pa.us">melsasser@state.pa.us</a>
	Member Services: 888-545-2600	



NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>MCO Medical Director:</b> Dr. J. Scott Strenio	Phone: 412-454-5991 Fax: 412-454-2778 Email address: <a href="mailto:streniojs@upmc.edu">streniojs@upmc.edu</a>	
<b>MCO Contact: Adriana Fedunok</b> Compliance Coordinator & Government Liaison	Phone: 412-454-7955 Fax: 412-454-7544 Email address: <a href="mailto:upmc4qa@upmc.edu">upmc4qa@upmc.edu</a>	<b>DPW Core Team Leader:</b> <b>Sue Pontius</b> Phone: 717-346-8388 Fax: 717-772-6328
	Member Services Department: 800-286-4242 TTY 800-361-2629 Special Needs Unit: 800-286-4242 TTY 800-361-2629 Provider Services Department: 800-286-4242	
<b>Mandatory Behavioral Health Contractors – HealthChoices Southwest Zone</b>		
<b>David McAdoo</b> <b>Southwest Behavioral Health Management, Inc.</b> 2520 New Butler Road New Castle, PA 16101	Phone: 724-657-3470 Fax: 724-657-3461 <a href="mailto:dmcadoo@swsix.com">dmcadoo@swsix.com</a>	Armstrong, Butler, Indiana, Lawrence, Washington and Westmoreland Counties
<b>Behavioral Health Subcontractor – Value Behavioral Health of Pennsylvania</b>		
<b>MCO Contact: Lavern Cichon, CEO</b> 520 Pleasant Valley Road Trafford, PA 15085	Phone: 724-744-6301 Fax: 724-744-6303 <a href="mailto:laverne.cichon@valueoptions.com">laverne.cichon@valueoptions.com</a>	<b>DPW Staff Liaison:</b> <b>Scott Pino</b> Phone: 412-565-5748 <a href="mailto:scpino@state.pa.us">scpino@state.pa.us</a>
	Member Services: Armstrong – 877-688-5969 Butler – 877-688-5971 Indiana – 877-688-5974	Lawrence – 877-688-5975 Washington – 877-688-5976 Westmoreland – 877-688-5977
<b>Patricia Valentine</b> <b>Allegheny County Dept of Human Services</b> Human Services Building One Smithfield Street Pittsburgh, PA 15222	Phone: 412-350-4280 Fax: 412-350-3880 <a href="mailto:p.valentine@dhs.county.allegheny.pa.us">p.valentine@dhs.county.allegheny.pa.us</a>	Allegheny County
<b>Behavioral Health Subcontractor – Community Care Behavioral Health Organization</b>		

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>James Gavin, Executive Director</b> <b>Community Care BHO</b> One Chatham Center, Suite 700 112 Washington Place Pittsburgh, PA 15219	Member Services: 800-553-7499 <a href="mailto:gavinjq@ccbh.com">gavinjq@ccbh.com</a>	<b>DPW Staff Liaison:</b> <b>Richard Latsko</b> Phone: 412-565-7927 <a href="mailto:rlatsko@state.pa.us">rlatsko@state.pa.us</a>
<b>Gerard Mike, Administrator</b> <b>Beaver County MH/MR Program</b> 1060 Eighth Avenue Beaver Falls, PA 15010	Phone: 724-847-6225 Fax: 724-847-2215 <a href="mailto:gmike@bcbh.org">gmike@bcbh.org</a>	Beaver County
<b>Behavioral Health Subcontractor – Value Behavioral Health of Pennsylvania</b>		
<b>MCO Contact: Lavern Cichon, CEO</b> 520 Pleasant Valley Road Trafford, PA 15085	Phone: 724-744-6301 Fax: 724-744-6303 <a href="mailto:laverne.cichon@valueoptions.com">laverne.cichon@valueoptions.com</a>	<b>DPW Staff Liaison:</b> <b>Ray Jaquette</b> Phone: 412-565-7825 <a href="mailto:rjaquette@state.pa.us">rjaquette@state.pa.us</a>
Member Services: 877-688-5970		
<b>Lisa Ferris-Kusniar, Administrator</b> Fayette County Behavioral Health 215 Jacob Murphy Lane Uniontown, PA 15401	Phone: 724-430-1370 Fax: 724-430-1386 <a href="mailto:lfk@fcbha.org">lfk@fcbha.org</a>	Fayette County
<b>Behavioral Health Subcontractor – Value Behavioral Health of Pennsylvania</b>		
<b>MCO Contact: Lavern Cichon, CEO</b> 520 Pleasant Valley Road Trafford, PA 15085	Phone: 724-744-6301 Fax: 724-744-6303 <a href="mailto:laverne.cichon@valueoptions.com">laverne.cichon@valueoptions.com</a>	<b>DPW Staff Liaison:</b> <b>Ray Jaquette</b> Phone: 412-565-7825 <a href="mailto:rjaquette@state.pa.us">rjaquette@state.pa.us</a>
Member Services: 877-688-5972		
<b>Laverne Cichon, CEO</b> <b>Value Behavioral Health of Pennsylvania</b> 520 Pleasant Valley Road Trafford, PA 15085	Phone: 724-744-6301 Fax: 724-744-6303 <a href="mailto:laverne.cichon@valueoptions.com">laverne.cichon@valueoptions.com</a>	Greene County
<b>MCO Contact: Laverne Cichon, CEO</b>	See Above	<b>DPW Staff Liaison:</b> <b>Scott Pino</b> Phone: 412-565-5748 <a href="mailto:scpino@state.pa.us">scpino@state.pa.us</a>
Member Services: 877-688-5973		

NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
<b>HealthChoices Physical Health Voluntary Program MCOs *</b>		
<b>Michael Rashid, President &amp; CEO</b> <b>AmeriHealth Mercy Health Plan</b> 200 Stevens Drive Philadelphia, PA 19113	Phone: 215-937-8400 Fax: 215-937-8202 <a href="http://www.amerihealthmercyhp.com">www.amerihealthmercyhp.com</a>	Carbon, Lackawanna, Luzerne, Pike and Monroe Counties
<b>MCO Medical Director:</b> <b>Eric Berman D.O.</b>	Phone: 215-863-5804 <a href="mailto:Eric.Berman@kmhp.com">Eric.Berman@kmhp.com</a>	
<b>MCO Contact: Ellan Baumgartner</b> Manager, Government Affairs	Phone: 215-863-5215 Fax: 215-937-5377 <a href="mailto:Ellan.Baumgartner@kmhp.com">Ellan.Baumgartner@kmhp.com</a>	<b>DPW Core Team Leader:</b> <b>Charlie Hill</b> Phone: 717-772-6300 Fax: 717-772-6328
	Member Services Department: 888-991-7200 TTY 888-987-5704 Special Needs Unit: 888-991-7200 TTY 888-987-5704 Provider Services Department: 800-521-6007	
<b>Michael Blackwood, President &amp; CEO</b> <b>Gateway Health Plan</b> U.S. Steel Tower, Floor 41 600 Grant Street Pittsburgh, PA 15219-2704	Phone: 412-255-4640 Fax: 412-255-4504 <a href="http://www.gatewayhealthplan.com">www.gatewayhealthplan.com</a>	<b>Blair, Erie, Counties</b>
<b>MCO Medical Director: Dr. Michael Madden</b>	Phone: 412-255-4640 Fax: 412-255-4503 <a href="mailto:mmadden@gatewayhealthplan.com">mmadden@gatewayhealthplan.com</a>	
	Member Services Department: 800-392-1147 TTY 800-654-5988 Special Needs Unit: 800-392-1146 TTY 800-654-5988 Provider Services Department: 800-392-1145	
<b>MCO Contacts Mimi Clavir</b> Government Affairs Specialist Eastern Pennsylvania Voluntary  <b>MCO Contact: Andrea Maxwell</b> Government Affairs Specialist Western Pennsylvania Voluntary	Phone: 412-255-4173 Fax: 412-255-4503 <a href="mailto:mclavir@gatewayhealthplan.com">mclavir@gatewayhealthplan.com</a>  Phone: 412.255.1303 Fax.412.255.4503 <a href="mailto:amaxwell@gatewayhealthplan.com">amaxwell@gatewayhealthplan.com</a>	<b>DPW Core Team Leader:</b> <b>Alinda Burrell</b> Phone: 717-772-6300 Fax: 717-772-6328







NAME OF CONTRACTOR	CONTACT INFORMATION	SERVICE AREA
	Provider Services call 1-866-357-4247 Claims Department call 1-866-526-4247	

**NORTH/CENTRAL BEHAVIORAL HEALTH COUNTY OPTION**

NAME OF CONTACT	PHONE NUMBER/FAX NUMBER	SERVICE AREA
<b>Pamela Marple, HealthChoices Coordinator</b> <b>Behavioral Health Services of Bedford &amp; Somerset Counties (BHSSBC)</b> 245 W. Race Street Somerset, PA 15501 Email: <a href="mailto:pamm@besmhm.dst.pa.us">pamm@besmhm.dst.pa.us</a>	<b>Phone:</b> 814-443-3621, Ext. 4121 <b>Fax:</b> 814-443-4898	Bedford & Somerset Counties
Behavioral Health Subcontractor: Community Behavioral Healthcare Network of PA 5425 Jonestown Road, Suite 101 Harrisburg, PA 17112  Member Services: 1-866-773-7891		<u>DPW Staff Liaison:</u> Scott Heller Phone: 717-772-7208 Fax: 717-705-8386 Email: <a href="mailto:scheller@state.pa.us">scheller@state.pa.us</a>
<b>Blaine Smith Executive Director</b> <b>Blair HealthChoices</b> 1906 N. Juniata Street Hollidaysburg, PA 16648 Email: <a href="mailto:bsmith@blairhealthchoices.org">bsmith@blairhealthchoices.org</a>	<b>Phone:</b> 814-696-5680 <b>Fax:</b> 814-695-5132	Blair County

<b>MCO Contact: Richard S. Edley, Ph.D.</b> <b>President &amp; CEO, CBHNP</b> 8040 Carlson Road  PO Box 6600 Harrisburg, PA 17112  Member Services: 1-866-773-7892	<b>Phone:</b> 717-671-6500 <b>Fax:</b> 717-671-6546 <a href="mailto:redley@cbhnp.org">redley@cbhnp.org</a>	<u>DPW Staff Liaison</u> Helen Shuman Phone: 717-772-7226 Fax: 717-705-8386 Email: <a href="mailto:hshuman@state.pa.us">hshuman@state.pa.us</a>
---	--	---

<b>Cindy McLaughlin, CEO</b> <b>Behavioral Health of Cambria County</b> 411 Main Street Johnstown PA 15901 Email: <a href="mailto:cmclaughlin15@verizon.net">cmclaughlin15@verizon.net</a>	<b>Phone:</b> 814-534-4436 <b>Fax:</b> 814-534-4457	Cambria County
--	--	----------------

Behavioral Health Subcontractor: Value Behavioral Health of Pennsylvania 520 Pleasant Valley Road Trafford, PA 15085  Member Services: 1-877-404-4562	<u>DPW Staff Liaison:</u> <b>Richard Latsko</b> <b>Phone: 412-565-7927</b> <b>Fax: 412-565-5393</b> <b>Email: <a href="mailto:rlatsko@state.pa.us">rlatsko@state.pa.us</a></b>
---	--

NAME OF CONTACT	PHONE NUMBER/FAX NUMBER	SERVICE AREA
-----------------	-------------------------	--------------

<b>Jeff Hartzell, HealthChoices Coordinator</b> <b>Carbon/Monroe/Pike MH/MR Program</b> 724 Phillips Street Stroudsburg, PA 18360-2242 <a href="mailto:jhartzel@cmpmhmrcog.pa.us">jhartzel@cmpmhmrcog.pa.us</a>	<b>Phone:</b> 570-420-1900, Ext. 3436 <b>Fax:</b> 570-421-8295	Carbon/Monroe/Pike
---	---	--------------------

Behavioral Health Subcontractor: Community Care Behavioral Health Organization One Chatham Center, Suite 700 112 Washington Place Pittsburgh, PA 15219  Member Services: 1-866-473-5862	<u>DPW Staff Liaison:</u> Lynn Wright-Frisk Phone: 570-963-4941 Email: <a href="mailto:lywright@state.pa.us">lywright@state.pa.us</a>
--	--

<b>Shari Gross</b> <b>Erie County MH/MR Program</b> 154 W. Ninth Street Erie, PA 16501 <a href="mailto:sgross@eriecountydhs.org">sgross@eriecountydhs.org</a>	<b>Phone:</b> 814-451-6860 <b>Fax:</b> 814-451-6868	Erie County
---	--	-------------

Behavioral Health Subcontractor: Value Behavioral Health of Pennsylvania 520 Pleasant Valley Road Trafford, PA 15085  Member Services: 1-866-404-4560	<u>DPW Staff Liaison:</u> Ray Jaquette Phone: 412-565-7825 Email: <a href="mailto:rjaquette@state.pa.us">rjaquette@state.pa.us</a>
---	---

<b>Melissa Reisinger, Executive Director</b> <b>The Tuscarora Managed Care Alliance</b> Human Services Building 425 Franklin Farm Lane Chambersburg, PA 17201 <a href="mailto:mlreisinger@co.franklin.pa.us">mlreisinger@co.franklin.pa.us</a>	<b>Phone:</b> 717-709-4332	Franklin and Fulton Counties
Behavioral Health Subcontractor <b>MCO Contact: Richard S. Edley, Ph.D.</b> <b>President &amp; CEO, CBHNP</b> 8040 Carlson Road  PO Box 6600 Harrisburg, PA 17112  Member Services: 1-866-773-7917	<b>Phone:</b> 717-671-6500 <b>Fax:</b> 717-671-6546 <a href="mailto:redley@cbhnp.org">redley@cbhnp.org</a>	<b>DPW Staff Liaison:</b> Kellie Wayda Phone: 717-346-5943 Fax: 717-705-8386 Email: <a href="mailto:kwayda@state.pa.us">kwayda@state.pa.us</a>

<b>Name of Contact</b>	<b>Phone Number/ Fax Number</b>	<b>Service Area</b>
<b>Dave McAdoo, Executive Director</b> <b>Southwest Behavioral Health Management, Inc.</b> 2520 New Butler Road New Castle, PA 16101 Email: <a href="mailto:dmcadoo@swsix.com">dmcadoo@swsix.com</a>	<b>Phone:</b> 724-657-3470 <b>Fax:</b> 724-657-3461	Crawford, Mercer, Venango Counties
Behavioral Health Subcontractor: Value Behavioral Health of Pennsylvania 520 Pleasant Valley Road Trafford, PA 15085  Member Services: 1-866-404-4561		<b>DPW Staff Liaison:</b> Scott Pino Phone: 412-565-5748 Fax: 412-565-5393 Email: <a href="mailto:scpino@state.pa.us">scpino@state.pa.us</a>
<b>Rob Labatch, HC Project Director</b> <b>Lycoming/Clinton Joinder Board</b> The Sharwell Building 200 East Street Williamsport, PA 17701-6467 <a href="mailto:rlabatch@joinder.org">rlabatch@joinder.org</a>	<b>Phone:</b> 570-323-6467 <b>Fax:</b> 570-326-1348	Lycoming & Clinton Counties
Behavioral Health Subcontractor: <b>MCO Contact: Richard S. Edley, Ph.D.</b> <b>President &amp; CEO, CBHNP</b> 8040 Carlson Road PO Box 6600 Harrisburg, PA 17112	<b>Phone:</b> 717-671-6500 <b>Fax:</b> 717-671-6546 <a href="mailto:redley@cbhnp.org">redley@cbhnp.org</a>  Member Services: 1-866-773-7991	<b>DPW Staff Liaison:</b> Kellie Wayda Phone: 717-346-5943 Fax: 717-705-8386 Email: <a href="mailto:kwayda@state.pa.us">kwayda@state.pa.us</a>

## HealthCare Benefits Package #1

This benefits package is for recipients under 21 years of age. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner
- Chiropractor
- Dentist
- Optometrist (Eye Doctor)
- Nurse Midwife
- Physical Therapist
- Physician (Medical Doctor)
- Podiatrist (Foot Doctor)
- Psychologist

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility
- Rehabilitation Hospital Facility
- Residential Treatment Facility

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- EPSDT Services
- Federally Qualified Health Center
- Hospital Clinic and Emergency Room Services
- Independent Medical/Surgical Clinic
- Psychiatric Clinic
- Psychiatric Partial Hospitalization Facility
- Renal Dialysis Center
- Rural Health Clinic

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment
- Pharmacy \*
- Portable X-Ray
- Transportation Services

\* For those who have Medicare in addition to MA, MA will pay for Barbiturates, Benzodiazepines, agents when used for the symptomatic relief of cough and colds and certain over-the-counter drugs.

NOTE: Benefits for children include preventive health screenings and medical services, early detection and follow-up treatment of health problems, and all medically necessary services.

If you are enrolled in HealthChoices or a voluntary MA Managed Care Organization, please check with the plan since they may offer additional services above those required by the MA program.

## HealthCare Benefits Package #2

This benefits package is for recipients age 21 years of age and older who are eligible for Categorically Needy benefits. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility **(Up to 30 days per fiscal year) #**
- Rehabilitation Hospital Facility **(One admission per fiscal year) #**

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services **(Includes methadone maintenance)**
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic **(Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period) #**
- Psychiatric Partial Hospitalization Facility **(Up to 180 three-hour sessions, 540 total hours per fiscal year) #**
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment
- Pharmacy
- Portable X-Ray
- Transportation Services

\* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may ask for an exception through the Department.

If you are enrolled in HealthChoices or a voluntary MA Managed Care Organization, please check with the plan since they may offer additional services above those required by the MA program.

### HealthCare Benefits Package #3

This benefits package is for recipients age 21 through 64 years of age who are eligible for General Assistance-Chronically Needy benefits. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

#### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist (**Only in an inpatient or ASC/SPU setting**)
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

#### Inpatient Services

- Acute Care Hospital (**One admission per fiscal year**) #
- Drug and Alcohol Facility (**Up to 30 days per fiscal year**) #
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility (**Up to 30 days per fiscal year**) #
- Rehabilitation Hospital Facility (**One admission per fiscal year**) #

#### Other Settings

- Birthing Centers
- Nursing Facilities

#### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services (**Includes methadone maintenance**)
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic (**Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period**) #  
Psychiatric Partial Hospitalization Facility (**Up to 180 three-hour sessions, 540 total hours per fiscal year**) #
- Rural Health Clinic \*

#### Other Services

- Ambulance (**Emergency transportation and non-emergency transportation to a non-hospital drug and alcohol detox and rehab facility from the hospital when recipient presents to the hospital for inpatient drug and alcohol treatment**)
- Family Planning Services
- Home Health (Visiting Nurse) (**Up to 30 visits per fiscal year**) #
- Hospice
- Laboratory
- Medical Supplies and Equipment (**Only when prescribed for the purpose of family planning or in conjunction with Home Health Agency Services. Durable Medical Equipment – only when used in conjunction with Home Health Agency services**)
- Pharmacy (**Legend and nonlegend drugs not to exceed a maximum of six refills**)

**per month)**

- Portable X-Ray
- Transportation Service

\* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may ask for an exception through the Department.

If you are enrolled in HealthChoices or a voluntary MA Managed Care Organization, please check with the plan since they may offer additional services above those required by the MA program.



## HealthCare Benefits Package #4

This benefits package is for recipients age 21 years of age and older who are eligible for Medically Needy benefits. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist **(Only in an inpatient or ASC/SPU setting)**
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility **(Up to 30 days per fiscal year) #**
- Rehabilitation Hospital Facility **(One admission per fiscal year) #**

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic **(Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period) #**
- Psychiatric Partial Hospitalization Facility **(Up to 180 three-hour sessions, 540 total hours per fiscal year) #**
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment **(Only when prescribed for the purpose of family planning or in conjunction with Home Health Agency Services. Durable Medical Equipment – only when used in conjunction with Home Health Agency services)**
- Pharmacy **(Limited to any birth control drugs. Long term care residents are eligible for all legend drugs)**
- Portable X-Ray
- Transportation Services

<p>* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).</p>	

# If you need additional services beyond the limit, you or your provider may ask for an exception through the Department.

If you are enrolled in HealthChoices or a voluntary MA Managed Care Organization, please check with the plan since they may offer additional services above those required by the MA program.

## HealthCare Benefits Package #5

This benefits package is for recipients age 21 through 64 years of age who are eligible for General Assistance-Medically Needy Only benefits. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist (**Only in an inpatient or ASC/SPU setting**)
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital (**One admission per fiscal year**) #
- Drug and Alcohol Facility (**Up to 30 days per fiscal year**) #
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility (**Up to 30 days per fiscal year**) #
- Rehabilitation Hospital Facility (**One admission per fiscal year**) #

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic (**Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period**) #
- Psychiatric Partial Hospitalization Facility (**Up to 180 three-hour sessions, 540 total hours per fiscal year**) #
- Rural Health Clinic \*

### Other Services

- Ambulance (**Emergency transportation and non-emergency transportation to a non-hospital drug and alcohol detox and rehab facility from the hospital when recipient presents to the hospital for inpatient drug and alcohol treatment**)
- Family Planning Services
- Home Health (Visiting Nurse) (**Up to 30 visits per fiscal year**) #
- Hospice
- Laboratory
- Medical Supplies and Equipment (**Only when prescribed for the purpose of family planning or in conjunction with Home Health Agency Services. Durable Medical Equipment – only when used in conjunction with Home Health Agency services**)
- Pharmacy (**Limited to legend birth control drugs**)
- Portable X-Ray

	<ul style="list-style-type: none"><li>• Transportation Services</li></ul>
--	---

\* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may ask for an exception through the Department.

If you are enrolled in HealthChoices or a voluntary MA Managed Care Organization, please check with the plan since they may offer additional services above those required by the MA program.

## HealthCare Benefits Package #6

This benefits package is for Pregnant Women who qualify for presumptive eligibility benefits. Recipients in this package are eligible for the **Outpatient Services** listed below. Recipients are not eligible for Inpatient Hospital or Long Term Care services. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner
- Chiropractor
- Dentist
- Nurse Midwife
- Optometrist (Eye Doctor)
- Physical Therapist **(Recipients under 21, only)**
- Physician (Medical Doctor)
- Podiatrist (Foot Doctor)
- Psychologist **(Recipients under 21, only)**

### Inpatient Services

- NONE

### Other Settings

- Birthing Centers

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- EPSDT Services **(Recipients under 21, only)**
- Federally Qualified Health Center
- Hospital Clinic and Emergency Room Services
- Independent Medical/Surgical Clinic
- Psychiatric Clinic
- Psychiatric Partial Hospitalization Facility
- Renal Dialysis Center
- Rural Health Clinic

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Laboratory
- Medical Supplies and Equipment
- Pharmacy
- Portable X-Ray
- Transportation Services

NOTE: Coverage in this healthcare benefits package is time-limited to 45 days following the first pre-natal visit while the application is being completed.

While covered under this time-limited benefit package, recipients are not eligible in a MA managed care organization.

## HealthCare Benefits Package #7

This benefits package is for recipients age 21 years and older who are eligible for State Blind Pension benefits. Recipients in this package are eligible for **Outpatient Services** listed below. The following is a listing of services that are available in this package through your Medical Assistance (MA) provider:

### Doctors or Medical Personnel

- Chiropractor
- Dentist
- Optometrist (Eye Doctor)
- Physician (medical doctor)

### Inpatient Services

- NONE

### Other Settings

- NONE

### Outpatient Services

- Drug and Alcohol Services (**Includes methadone maintenance**)
- Federally Qualified Health Center
- Psychiatric Clinic (**Up to seven hours or 14 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period**)
- Psychiatric Partial Hospitalization Facility (**Up to 240 three-hour sessions, 720 total hours per fiscal year**)
- Rural Health Clinic

### Other Services

- Ambulance
- Family Planning Services
- Home Health Agency (Visiting Nurse)
- Pharmacy
- Transportation Services

## HealthCare Benefits Package #8

This benefits package is for recipients age 21 years of age and older who are eligible for Categorically Needy benefits and Medicare as Qualified Medicare Beneficiaries (QMBs). Medicare coverage must be used first and the Medical Assistance (MA) Program will cover payment of Medicare Part A and B deductible and coinsurance for all Medicare covered services. The following is a listing of services that are available in this package through your MA provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility (**Up to 30 days per fiscal year**) #
- Rehabilitation Hospital Facility (**One admission per fiscal year**) #

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services (**Includes methadone maintenance**)
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic (**Up to five hours or 10 one-half hours sessions of psychotherapy per recipient in a 30 consecutive day period**) #
- Psychiatric Partial Hospitalization Facility (**Up to 180 three-hour session, 540 total hours per fiscal year**) #
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment
- Pharmacy \*\*
- Portable X-Ray
- Transportation Services

\* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may ask for an exception through the Department.

\*\* Limited to Barbiturates, Benzodiazepines and certain over-the-counter drugs.



## **HealthCare Benefits Package #9**

This benefits package is for recipients who have Medicare coverage and are only eligible for Medical Assistance payment of Medicare Part A and B deductible and coinsurance for all Medicare covered services. Talk to your provider if you have any questions about your medical benefits.

**NOTE:** Persons who qualify for this package are sometimes called QMBs (Qualified Medicare Beneficiaries).

## HealthCare Benefits Package #10

This benefits package is for recipients age 21 years of age and older who are eligible for Medically Needy benefits and Medicare as Specified Low Income Medicare Beneficiaries (SLMBs). Medicare coverage must be used first and the Medical Assistance (MA) Program will cover Medicare Part A and B deductible and coinsurance for MA covered services only. The following is a listing of services that are available in this package through your MA provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist **(Only in an inpatient or ASC/SPU setting)**
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility **(Up to 30 days per fiscal year) #**
- Rehabilitation Hospital Facility **(One admission per fiscal year) #**

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic **(Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period) #**
- Psychiatric Partial Hospitalization Facility **(Up to 180 three-hour sessions, 540 total hours per fiscal year) #**
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment **(Only when prescribed for the purpose of family planning or in conjunction with Home Health Agency Services. Durable Medical Equipment – only when used in conjunction with Home Health Agency Services)**
- Portable X-Ray
- Transportation Services

\* Certain evaluation, management and consultation procedures are limited to a combined maximum

of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may apply for an exception through the Department.

## HealthCare Benefits Package #11

This benefits package is for recipients 21 years of age and older who are eligible for State Blind Pension benefits and Medicare as Qualified Medicare Beneficiaries (QMBs). Medicare coverage, which includes coverage for Inpatient Services, must be used first and the Medical Assistance (MA) Program will cover payment of Medicare Part A and B deductible and coinsurance for all Medicare covered services. The following is a listing of MA **outpatient** services that are available in this package through your MA provider:

### Doctors or Medical Personnel

- Chiropractor
- Dentist
- Optometrist (Eye Doctor)
- Physician (medical doctor)

### Inpatient Services

- NONE

### Other Settings

- NONE

### Outpatient Services

- Drug and Alcohol Services (**Includes methadone maintenance**)
- Federally Qualified Health Center
- Psychiatric Clinic (**Up to seven hours or 14 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period**)
- Psychiatric Partial Hospitalization Facility (**Up to 240 three-hour sessions, 720 total hours per fiscal year**)
- Rural Health Clinic

### Other Services

- Ambulance
- Family Planning Services
- Home Health Agency (Visiting Nurse)
- Pharmacy \*
- Transportation Services

\* Limited to Barbiturates, Benzodiazepines and certain over-the-counter drugs.

## HealthCare Benefits Package #12

This benefits package is for recipients ages 21 through 58 years of age who are eligible for benefits in the Medical Employability Assessment coverage group who require the completion of the Employability Assessment Form. Recipients in this Healthcare Benefit Package will be issued an Interim "ACCESS" Card. This interim card is good only for services listed below which the physician or psychologist determines are clinically necessary to determine employability and is limited to 30 days. It is the responsibility of the consumer to have an Employability Assessment Form completed by an enrolled Medical Assistance (MA) physician or psychologist who must include justification of any disability decision. The following is a listing of services **limited by a specific list of procedure codes**. Ask your provider before you receive the services below.

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner
- Optometrist (Eye Doctor)
- Physician (Medical Doctor)

### Inpatient Services

- NONE

### Other Settings

- NONE

### Outpatient Services

- Drug and Alcohol Services
- Federally Qualified Health Center
- Hospital Clinic
- Independent Medical/Surgical Clinic
- Psychiatric Clinic
- Rural Health Clinic

### Other Services

- Laboratory
- Portable X-Ray

NOTE: While covered under this time-limited benefit package, recipients are not enrolled in a MA managed care organization.

## HealthCare Benefits Package #13

This benefits package is for recipients age 21 years of age and older who are eligible for Medically Needy benefits and Medicare as Qualified Medicare Beneficiaries (QMBs). Medicare coverage must be used first and the Medical Assistance (MA) Program will cover payment of Medicare Part A and B deductible and coinsurance for all Medicare covered services. The following is a listing of services that are available in this package through your MA provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist (**Only in an inpatient or ASC/SPU setting**)
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility (**Up to 30 days per fiscal year**) #
- Rehabilitation Hospital Facility (**One admission per fiscal year**) #

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic (**Up to five hours or 10 one-half hour sessions of psychotherapy per recipient in a 30 consecutive day period**) #
- Psychiatric Partial Hospitalization Facility (**Up to 180 three-hour sessions, 540 total hours per fiscal year**) #
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment (**Only when prescribed for the purpose of family planning or in conjunction with Home Health Agency Services. Durable Medical Equipment – only when used in conjunction with Home Health Agency Services**)
- Portable X-Ray
- Transportation Services

\* Certain evaluation, management and consultation procedures are limited to a combined maximum

of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).

# If you need additional services beyond the limit, you or your provider may apply for an exception through the Department.

## HealthCare Benefits Package #14

This benefits package is for recipients age 21 years of age and older who are eligible for Categorically Needy benefits and Medicare as Specified Low Income Medicare Beneficiaries (SLMBs). Medicare coverage must be used first and the Medical Assistance (MA) Program will cover Medicare Part A and B deductible and coinsurance for MA covered services only. The following is a listing of services that are available in this package through your MA provider:

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner \*
- Chiropractor \*
- Dentist
- Nurse Midwife
- Optometrist (Eye Doctor) \*
- Physician (Medical Doctor) \*
- Podiatrist (Foot Doctor) \*

### Inpatient Services

- Acute Care Hospital
- Drug and Alcohol Facility
- Private Intermediate Care Facility for the Mentally Retarded
- Private Intermediate Care Facility for Other Related Conditions
- Psychiatric Facility (**Up to 30 days per fiscal year**) #
- Rehabilitation Hospital Facility (**One admission per fiscal year**) #

### Other Settings

- Birthing Centers
- Nursing Facilities

### Outpatient Services

- Ambulatory Surgical Center (ASC) and Short Procedure Unit (SPU) (Same Day Surgery)
- Drug and Alcohol Services (**Includes methadone maintenance**) #
- Federally Qualified Health Center \*
- Hospital Clinic \* and Emergency Room Services
- Independent Medical/Surgical Clinic \*
- Psychiatric Clinic (**Up to five hours or 10 one-half hours sessions of psychotherapy per recipient in a 30 consecutive day period**) #
- Psychiatric Partial Hospitalization Facility (**Up to 180 three-hour session, 540 total hours per fiscal year**) #
- Renal Dialysis Center
- Rural Health Clinic \*

### Other Services

- Ambulance
- Family Planning Services
- Home Health (Visiting Nurse)
- Hospice
- Laboratory
- Medical Supplies and Equipment
- Pharmacy \*\*
- Portable X-Ray
- Transportation Services

\* Certain evaluation, management and consultation procedures are limited to a combined maximum of 18 clinic, office and home visits per fiscal year (July 1 through June 30) by physicians, podiatrists, optometrists, CRNPs, chiropractors, outpatient hospital clinics, independent medical clinics, rural health clinics and FQHCs. Talk with your provider if you have questions about these procedures. If you need more than 18 visits, you or your provider may ask for an exception through the Department of Public Welfare (Department).



# If you need additional services beyond the limit, you or your provider may apply for an exception through the Department.

# You or your provider may apply for an exception to the limit through the Department.

\*\* Limited to Barbiturates, Benzodiazepines and certain over-the-counter drugs.

## Healthcare Benefits Package #15

This benefits package is limited to family planning services for women ages 18 through 44. Family planning services include medically necessary services and supplies related to birth control, pregnancy prevention and preventive services. The following is a list of limited services that are available in the package through a Medical Assistance (MA) enrolled provider.

### Doctors or Medical Personnel

- Certified Registered Nurse Practitioner
- Physician (Medical Doctor, Doctor of Osteopathy)
- Physician's Assistant
- Nurse Midwife

### Inpatient Services

- None

### Other Settings

- Physician's Office
- Outpatient Family Planning Clinic
- Outpatient hospital Clinic
- Federally Qualified Health Center
- Rural Health Center

### Outpatient Services

- Medical history and physical exam
- Family planning counseling and/or coordination of care
- Limited pharmacy services including birth control supplies and medication, and supplies to treat sexually transmitted disease (STD's) and vaginal infection.
- Limited laboratory services, including testing for STD's, cervical cancer, HIV, anemia and sickle cell disease.

### Other Services

- Laboratory
- Pharmacy