



pennsylvania

DEPARTMENT OF HUMAN SERVICES

DIVISION OF PROCUREMENT AND CONTRACT MANAGEMENT

July 29, 2016

SUBJECT: Request for Proposal (RFP) 01-15 Medical Assistance Transportation Program 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 Human Services in accordance with the attached Request for Proposal (RFP) 01-15.

All proposals must be submitted as follows:

Hardcopy:

- Technical Submittal: one (1) original and six (6) copies;
- Cost Submittal: two (2) copies (sealed separately from the Technical and SDB Submittals); and
- Small Diverse Business Submittal (SDB): two (2) copies (sealed separately from the Technical and Cost Submittals).

CD-ROM/Flash Drive:

- Two (2) separate CD-ROM/Flash Drives, each containing complete and exact copies of the proposed submittals; in Microsoft Office or Microsoft Office compatible format and a PDF copy of the Technical (excluding Financial Capability), Cost, and SDB Submittals; and
- One (1) CD-ROM/Flash Drive containing a copy of the redacted version of the Technical Submittal in PDF format.

Proposals must be submitted to the Pennsylvania Department of Human Services, Division of Procurement and Contract Management, Room 402, 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 September 13, 2016. Late proposals will not be considered regardless of the reason.**

All questions should be directed to William Spiker, Project Officer, Department of Human Services, Office of Administration, Bureau of Financial Operations via e-mail RA-pwrfpquestions@pa.gov **no later than August 17, 2016.** Offerors will be provided with answers to questions asked by any one offeror.



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In addition, a Pre-Proposal Conference will be held on Wednesday, August 17, 2016 at:

Child Welfare Training Center
403 East Winding Hill Road
Susquehanna Room B
Mechanicsburg, PA 17055

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

Sincerely,

A handwritten signature in black ink that reads "William (Mac) Spiker".

William (Mac) Spiker
Director of Procurement & Contract Management

Attachments

REQUEST FOR PROPOSALS FOR

**Medical Assistance Transportation Program
Services in Philadelphia County**

ISSUING OFFICE

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

RFP NUMBER

01-15

DATE OF ISSUANCE

July 29, 2016

**REQUEST FOR PROPOSALS FOR
MEDICAL ASSISTANCE TRANSPORTATION PROGRAM
SERVICES IN THE COUNTY OF PHILADELPHIA**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to William Spiker at RA-PWRFPQUESTIONS@pa.gov .	Potential Offerors	8/17/2016
Pre-proposal Conference — OPTIONAL	Issuing Office/Potential Offerors	8/17/2016 1:00-2:30 PM Child Welfare Training Center Susquehanna Room B 403 East Winding Hill Road, Mechanicsburg, PA 17055
Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us/Search.aspx) no later than this date.	Issuing Office	8/24/2016
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: PA Department of Human Services Bureau of Financial Operations Division of Procurement and Contract Management ATTN: William Spiker ROOM 402 Health & Welfare Building 625 Forster Street Harrisburg, PA 17120.	Offerors	September 13, 2016 2:00 pm

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 Human Services’ (“Department” or “DHS”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Medical Assistance Transportation Program (“MATP”) Services in Philadelphia County (“Project”) for the benefit of individuals eligible for Pennsylvania’s Medical Assistance (“MA”) Program.

I-2. Issuing Office. DHS, Office of Administration, Bureau of Financial Operations, Division of Procurement and Contract Management (“Issuing Office”) has issued this RFP for the DHS Office of Medical Assistance Programs (“OMAP”). The sole point of contact in the Commonwealth for this RFP shall be William Spiker, RA-PWRFPQUESTIONS@PA.GOV. 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 services to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Department is issuing this RFP to procure the services of a transportation broker who will be responsible for the coordination of the non-emergency medical transportation for Medical Assistance (“MA”) consumers in Philadelphia. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Agreement. If DHS enters into an agreement as a result of this RFP, it will be a **Fixed Price** agreement and will contain the RFP, Standard Terms and Conditions as shown in **Appendix A**, the DHS Addendum as shown in **Appendix B**, including its riders and the Business Associate Addendum in **Appendix C**. 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, in its sole and complete discretion, may reject any proposal received as a result of this RFP.

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

I-8. Pre-proposal Conference. The Department will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide an opportunity for clarification of the RFP. Offerors should forward all questions to the Project Officer in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Department provides an answer. Offerors may also ask questions at the conference. In view of the limited

facilities available for the conference, Offerors should limit their representation to three (3) individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Department. 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 Pre-proposal Conference is optional, but highly recommended.

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 01-15 Question”**) to the Project Officer named in **Part I, Section I-2** of the RFP. If an Offeror has questions, it must submit the questions via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Project Officer by any other means. The Department shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Project Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Department decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the Department will provide the answer as an addendum to the RFP.

All questions and responses as posted on the DGS website are considered an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror is responsible to monitor the DGS website for new or revised RFP information. The Department shall not be bound by any verbal information or any written information that is not either contained within the RFP or formally issued as an addendum by the Department.

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 Department will post an addendum to the DGS website at www.emarketplace.state.pa.us/Search.aspx. The Offeror is responsible for periodically checking the website for any new information or addenda 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 must submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **six (6) paper copies of the**

Technical Submittal; two (2) paper copies of the Cost Submittal; and two (2) paper copies of the Small Diverse Business (“SDB”) participation submittal. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROMs or Flash drives in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. Additionally, on two CD-ROMs or Flash drives, include separate folders which contain a complete and exact copy of the entire technical (excluding financial capability) submittal in PDF (portable document format). To the extent that an Offeror designates information as confidential or proprietary or trade secret protected in accordance with **RFP Part I, Section I-18**, the Offeror must also include one (1) redacted version of the Technical Submittal, excluding Financial Capability on a CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. Offerors may not lock or protect any cells or tabs. The CDs or Flash drives should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CDs or Flash drives before they were submitted.

Offerors should ensure that no costing information is in the Technical Submittal. Offerors should not reiterate technical information in the Cost Submittal. 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 Department 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. Small Diverse Business Information. The Department encourages participation by SDBs as prime Offerors, and encourages all prime Offerors to make a significant commitment to use SDBs as subcontractors and suppliers.

A SDB is a DGS-verified minority-owned business, woman-owned business, service-disabled veteran-owned business or veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees,

and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual sales and services, and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

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

The DGS directory of Bureau of Diversity, Inclusion, and Small Business Opportunities (“BDISBO”)-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from [Searching for Small Diverse Businesses](#).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Department has identified the basic approach to meeting the requirements of this grant, allowing Offerors to be creative and propose their best solution. The Department will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Department to ensure thorough mutual understanding and Offeror responsiveness. The Project Officer will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to grant execution.

I-17. Offeror Responsibilities. The agreement requires 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 agreement matters.

I-18. 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. Except as provided herein, Offerors should not label proposals as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection C. below and must additionally provide a redacted version of its proposal in accordance with RFP **Part I, Section I-12**, which removes only the

confidential and proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with a proposal shall be considered the property of the Commonwealth and may be returned only at the Department's option. The Commonwealth may 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 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, all proposals 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 contains confidential or proprietary information or trade secrets, Offeror must provide a signed written statement to this effect with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix E** of the RFP for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to **Part II** of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Department may 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, in any combination and order:
 - 1. Schedule oral presentations;
 - 2. Request revised proposals; and
 - 3. Enter into pre-selection negotiations.
- B. The following Offerors will **not** be considered by the Department to submit a best and final offer:
 - 1. Those Offerors, which the Department has determined to be not responsible or whose proposals the Department has determined to be not responsive.
 - 2. Those Offerors, which the Issuing Office has determined in accordance with RFP **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to ensure good faith performance of the grant.

3. Those Offerors whose score for their Technical Submittal of the proposal is less than 70% of the total amount of technical points available for the technical criterion.

The Department may further limit participation in the best and final offers process to those remaining responsible Offerors which the Department has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in RFP **Part III, Section III-4**, shall also be used to evaluate the best and final offers.
- D. Price reductions offered shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to SDBs can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations.

I-20. 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-21. 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 an Offeror has engaged in a violation of this condition, the Department may reject the offending Offeror's proposal or rescind its award. Offerors may not distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel or competing Offerors may be disqualified.

I-22. Department Participation. The selected Offeror shall provide all services, supplies, facilities, and other support necessary to provide the identified services, except as otherwise provided in this RFP **Part I, Section I-22**. The Department will monitor the selected Offeror's performance. Designated Department staff will coordinate and conduct readiness review activities, provide or arrange technical assistance and monitor for compliance with agreement requirements and approved program policies and procedures.

I-23. Term of Agreement. The term of the agreement will commence on the Effective Date and will end three (3) years after the Effective Date. The Department shall have the option to extend the agreement for one (1) additional 2-year period. The Issuing Office 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 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-24. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** Offeror's information and representations in its proposal are material and important, and the Department may rely upon the contents of the proposal in awarding the agreement. The Commonwealth may treat a misstatement, omission or misrepresentation as a 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 prices 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 prices, the amount of the proposal, nor the approximate prices or amounts 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, to submit a proposal higher than its 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 procurement, 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 and its subcontractors are not currently under suspension or debarment and has not been precluded from participation in any federally funded health care program 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 agreement 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 Issuing Office, there is no legal and valid agreement, in law or in equity and the Offeror shall not begin to perform.

I-25. Notification of Selection.

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

I-26. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-27. Debriefing Conferences. Upon notification of award, Offerors who were not selected for award will be given the opportunity to be debriefed. The Project Officer will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than its position in relation to all other proposals

I-28. Information Technology Policies.

To the extent applicable, services provided as a result of this RFP are subject to the Information Technology Policies ("ITPs") issued by the Office of Administration, Office for Information Technology ("OA-OIT"); and the DHS Business and Technical Standards created and published by DHS. ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspxe=2>. The DHS Business and Technical Standards may be found at <http://www.dhs.pa.gov/provider/busandtechstandards/index.htm>.

All proposals must be submitted on the basis that all ITPs and DHS Business and Technical Standards are applicable to this procurement. The Offeror must read and be familiar with the ITPs and DHS Business and Technical Standards. Notwithstanding the foregoing, if the Offeror believes that any ITP or DHS Business and Technical Standard is not applicable, it must list all such ITPs and DHS Business and Technical Standard in its Technical Submittal, and explain why it believes the ITP and/or DHS Business and Technical Standard is not applicable. DHS may, in its sole discretion, accept or reject any request that an ITP and/or DHS Business and Technical Standard not be considered to be applicable to the procurement. The Offeror's failure to list an ITP and/or DHS Business and Technical Standard will result in

its waiving its right to do so later, unless DHS, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs and/or Business and Technical Standard.

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 of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an attachment to the Proposal. All cost data relating to this proposal and all SDB cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following three separately sealed submittals:

A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8 and Sections II-11 through II-12;**

The Technical Submittal must include a Transmittal Letter and include Tabs 1 through 13. Offerors must format their responses as follows:

- o Tab 1: Table of Contents
- o Tab 2: Statement of the Problem
- o Tab 3: Management Summary
- o Tab 4: Work Plan
- o Tab 5: Prior Experience
- o Tab 6: Personnel
- o Tab 7: Training
- o Tab 8: Financial Capability
- o Tab 9: Objections to Standard Terms and Conditions
- o Tab 10: Domestic Workforce Utilization Certification (**Appendix F**)
- o Tab 11: Lobbying Certification (**Appendix G**)
- o Tab 12: Corporate Reference Questionnaire (**Appendix H**)
- o Tab 13: Personnel Reference Questionnaire (**Appendix I**)

B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9;**
and

C. Cost Submittal, in response to RFP **Part II, Section II-10.**

Proposals must be submitted in the following format:

- a. Pages must be 8.5 by 11 inches with right and left margins of one (1) inch; and be double-sided.
- b. Must use Arial or Times New Roman font with a size of twelve (12).
- c. Tab and Section headings, shown in **Section II-A**, Proposal Requirements, **MUST** be used.
- d. Each page must include a page number and identification of the Offeror in the page footer.
- e. Materials provided in any Appendix must be specifically referenced by page number(s) in the body of the proposal.

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

The Department may request additional information which, in the Department's opinion, is necessary to ensure that the Offeror's competence, number of qualified employees, and business 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 provide the required services, and the Offeror shall furnish all requested information and data. The Department may reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to demonstrate that the Offeror is properly qualified to carry out the obligations of the RFP and to provide services as required.

II-1. Statement of the Problem (Tab 2). State in succinct terms your understanding of the problem presented or the service required by this RFP. The Offeror's response should demonstrate that the Offeror fully understands the scope of services to be provided, the Offeror's responsibilities, and how the Offeror will effectively manage the provision of MATP services.

II-2. Management Summary (Tab 3). Include a narrative description of the proposed effort and a list of the services to be provided. The summary should condense and highlight the contents of the Technical Submittal in a manner that allows a broad understanding of the entire Technical Submittal.

II-3. Work Plan (Tab 4). The Offeror should describe in narrative form its technical plan for providing the Project services. Use the task descriptions in **Part IV** of this RFP as a reference point. The Offeror also should include a detailed work plan detailing the sequencing of events and the time required to fully implement the required Project services. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique ("PERT") or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose your approach.

The Offeror should describe its management approach, including how it will implement its proposed service plan. Where possible, the Offeror should provide specific examples of methodologies or approaches it will use to fulfill the RFP requirements and examples of the Offeror's similar experience and approach on comparable projects. The Offeror should describe the management controls it will use to achieve the required quality of grant services and all performance requirements. The Offeror should also address its approach to internally monitor and evaluate the effectiveness of meeting the grant requirements.

The work plan must include the planned approach and process for establishing and maintaining communication between all parties and a technical approach that is aligned with all written specifications and requirements contained in Part IV of the RFP, including RFP **Part IV, Section IV-6. Performance Standards.**

Describe the approach you will take to establish, document, evaluate, and report on performance standards (RFP Part IV, Section IV-6) and provide an outline of your process improvement procedures.

II-4. Prior Experience (Tab 5). The Offeror should include experience in the providing transportation brokerage services or other similar experience. Experience shown should be work done by individuals who will be assigned to the agreement 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.

1. The Offeror should identify for itself or its subcontractors any contracting or other relationship that may result in a conflict of interest with the requirements of this RFP.
2. Offerors must submit the following information:
 - a) A description of the corporate identity, including name, address, telephone number, facsimile number, and email address for the legal entity with whom the agreement will be written. In addition, provide the name and address of the principal officers, a description of its major services, including whether it provides services as a non-emergency transportation provider. List any specific licenses and accreditations held by the Offeror.
 - b) The names and addresses of all Offeror's parents, subsidiaries and other related entities; and an explanation of the nature of each relationship, including whether these entities provide non-emergency medical transportation services.
 - c) The names and addresses of any subcontractors and their parent companies, subsidiaries and related entities; and an explanation of the nature of each such relationship, including whether or not these entities provide non-emergency medical transportation services.
 - d) Identify for the Offeror and its subcontractors, and their owners, employees and consultants, the following information:
 - i. Any direct or indirect financial interest, including any contract with any entity or non-emergency medical transportation provider.
 - ii. Whether Offeror or its subcontractors have been excluded from participation in any federally funded health care program.
 - iii. Whether Offeror or its subcontractors have been debarred or suspended by a federal agency.

B. Corporate Experience. Offeror also should describe its experience or similar experience in the following:

1. Developing cost effective strategies that increase access and quality and reduce cost in the context of transportation, healthcare or other human service areas.
2. Developing targeted outreach materials.
3. Implementing mobility management strategies as a systems approach to managing transportation resources.
4. Operation and management of a Customer Service Center.
5. Experience in managing subcontracted paratransit providers or other subcontractors.
6. Processes to establish, monitor, and measure continuous quality improvement in the areas of transportation service delivery, Customer Service Centers, and overall management.
7. Working with populations with special needs.
8. Working with community organizations and designing, developing and operating programs that involve community stakeholders in determining program improvement initiatives and outreach efforts.

C. References. The Offeror must provide at least three (3) relevant, non-DHS references from entities for whom the Offeror has provided within the past five (5) years services of similar scope and size. Identify the name, contact person, address, and telephone number for the reference. Each reference should complete and return **Appendix H, Reference Questionnaire** in a sealed envelope to the Offeror. The Offeror must include these sealed references with its technical proposal under **Tab 12**.

II-5. Personnel (Tab 6). The Offeror must have sufficient personnel to comply with the requirements of the RFP.

A. Staffing Plan. Describe the proposed staffing plan, which should include the following:

1. The number of executive and professional personnel, including Customer Service Center staff, field specialists (field staff), operational staff, analysts, researchers, programmers, who will be engaged in the Project. The Offeror should show where these personnel will be physically located.
2. For the key personnel listed below, include the employee's name, and through a resume or similar document, the key staff's education and experience in transportation brokerage services, mobility management, or similar type of work. Indicate the responsibilities each individual will have and indicate how long each individual has been with your company.

Submitted resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law,

such as home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state identification cards issued in lieu of a Drivers' License, and financial account numbers. If the Commonwealth requires this information, it will request the information separately and as necessary.

- a) **Pennsylvania Program Manager.** This person should have demonstrated large project management skills, knowledge of mobility management concepts, knowledge of health care and Medicaid, and experience with low-income populations, including special needs populations and community-based organizations or other similar experience, and leadership skills. In addition, this person should have a background in business and management in either the public or private sector. This individual will be responsible for identifying and reinforcing agreement requirements and will be responsible and accountable for all activities related to the MATP. The Pennsylvania Program Manager must be available for scheduled and ad hoc meetings and consultation.
- b) **Transportation Manager.** This person should have demonstrated experience or similar experience in the oversight of transportation service delivery in the areas of quality assurance, compliance, driver training, vehicle inspections, and field investigations. This individual oversees and manages relationships with subcontracted providers and is responsible for timely service delivery from subcontracted providers.
- c) **Special Needs Coordinator.** This person should have demonstrated experience in working with special needs populations similar to those served by the MA Program or other similar experience. This person is responsible for coordinating non-emergency medical transportation ("NEMT") services on behalf of consumers with special needs. The person shall serve as a liaison between special need consumers and their physical and behavioral health plan, medical providers and other health and human service systems in arranging transportation, as necessary.
- d) **Operations Manager.** The Department will allow flexibility for the Offeror to designate how many individuals are necessary for this position in order to handle the day-to-day operations. The person(s) should have operations management and community relations skills.
- e) **Customer Support Manager.** This person must have demonstrated the ability to manage a large volume Customer Service Center that provides assistance to low-income and vulnerable populations or other similar experience.

A minimum of three (3) client references for each key personnel must be identified and must be outside clients (non-DHS) who can give information on the individual's experience and competence to perform activities similar to those requested in this RFP.

The Offeror must submit **Appendix I, Key Personnel Reference Questionnaire**, directly to the contacts listed. The references should return completed questionnaires in sealed envelopes to the Offeror. The Offeror must include these sealed references with its Technical Submittal under **Tab 13**.

3. Provide an organizational chart outlining the staffing, reporting relationships and staff members for MATP. Show the total number of staff proposed and indicate the Full Time Equivalency (“FTEs”) to account for any staff that are not assigned on a full-time basis. Provide similar information for any subcontractors that are proposed. The organizational chart must illustrate the lines of authority, designate the individuals or position responsible and accountable for the completion of each task, indicate the names of the personnel or job title for each role, and the number of hours per week each person is projected to work on the Project. The organizational chart must clearly indicate any functions that are subcontracted along with the name of the subcontracting entities and the services they will perform. Include a rationale for the proposed reporting lines.
4. For personnel other than key personnel, identify positions and include position descriptions (these may be included as an attachment) for the proposed team, including minimum education and training requirements and primary responsibilities.
5. Identify the Implementation team, including corporate staff, who will be involved during the Readiness Review and Implementation phase of the Project, including their roles and responsibilities. Refer to **Part IV-4.A** of the RFP.
6. Provide a timeline and strategy for hiring a sufficient number of qualified professional and technical staff to comply with the requirements of the RFP.
7. Identify by name any subcontractors you intend to use, including the company name, address, type of organization, a description of the services that they will perform, and the estimated percentage of the subcontractor’s contribution to the overall project.

B. Key Personnel Responsibilities.

1. The selected Offeror’s key personnel will be required to work full-time in Pennsylvania and to be dedicated full-time to the Philadelphia MATP.
2. The selected Offeror’s key personnel must be available to the Department in person or via conference call on an as needed basis.

C. Key Personnel Transfers or Replacements. The selected Offeror may not transfer or replace key personnel without the prior approval of the Department and any such transfer or replacement must be in accordance with the procedures set forth below.

1. Once the selected Offeror assigns key personnel to a position, the selected Offeror may not divert key personnel without promptly assigning a replacement acceptable to the Department. The selected Offeror must provide notice of a proposed diversion to the Department at least 30-calendar days in advance and provide the name, qualifications, and background check of the replacement. The replacement’s qualifications must equal or exceed those of the key personnel being diverted. The Department will notify the selected Offeror within ten (10) calendar days of the

notice whether the proposed diversion is approved. The Department's approval will not be unreasonably withheld.

2. Divert or diversion is defined as the transfer of personnel by the selected Offeror or its subcontractor to another assignment within the control of either the Offeror or subcontractor. Advance notification and approval does not include changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of the termination of a subcontract or any other causes that are beyond the control of the selected Offeror or its subcontractor. For such changes, the selected Offeror will have 60-calendar days to fill the vacancy with a person subject to the Department's approval. The replacement's qualifications should equal or exceed those of the individual who previously held the position.
3. The Department may request that the selected Offeror remove a staff person at any time. In the event that the selected Offeror's staff person is removed, the selected Offeror will have 60-calendar days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Department's approval.

II-6. Training (Tab 7). If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability (Tab 8). Describe your company's financial stability and economic capability to perform the Project requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth may request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Standard Grant Terms and Conditions (Tab 9). The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A and Appendix B**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard 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 Department may, in its sole discretion, accept or reject any requested changes. 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 **Appendix A or Appendix 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 Submittal, on the basis of the terms and conditions set out in **Appendix A and Appendix B**. The Department will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or Appendix B** or to other provisions of the RFP.

II-9. Small Diverse Business Participation Submittal.

- A. To receive credit for being a SDB or for subcontracting with a SDB (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of SDB qualification in the SDB participation submittal of the proposal. A SDB verified by BDISBO as a SDB must provide a photocopy of its DGS issued certificate entitled “Notice of Small Business Self-Certification and Small Diverse Business Verification” indicating its diverse status.
- B. In addition to the above certificate, the Offeror must include in the SDB participation submittal the following information:
 - 1. 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.
 - 2. A numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to SDBs as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:
 - a) The percentage and dollar amount of each subcontract commitment to a SDB;
 - b) The name of each SDB.
 - c) The services or supplies each SDB will provide, including the timeframe for providing the services or supplies.
 - d) The location where each SDB will perform services.
 - e) The timeframe for each SDB to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent signed by Offeror and SDB for each SDB identified in the SDB submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relate to the grant, and the specific timeframe during the term of the grant agreement and any option or renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the agreement as provided in the Cost Submittal. Attached is a letter of intent template (Appendix T) which may be used to satisfy these requirements. The Offeror will not receive credit for stating that after the agreement is awarded, it will find a Small Diverse Business.
 - g) The name, address and telephone number of the primary contact person for each SDB.

3. The total percentages and each SDB subcontractor commitment will become agreement obligations once the agreement is fully executed.
 4. The name and telephone number of the Offeror's project (contact) person for the SDB information.
- C. Offeror is required to submit **two** copies of its SDB participation submittal. The submittal shall be clearly identified as SDB information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A SDB can be included as a subcontractor with as many Offerors as it chooses.
- E. An Offeror that qualifies as a SDB and submits a proposal is not prohibited from being included as a SDB in separate proposals submitted by other Offerors.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10 and Appendix J, Cost Submittal of the RFP** shall constitute the Cost Submittal. Instructions for completing the cost submittal are included in **Appendix J. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the Technical and SDB Submittals.** Offerors should **not** include any assumptions in their Cost Submittals. If the Offeror includes assumptions in its Cost Submittal, the Department may reject the proposal. Offerors should direct in writing to the Project Officer 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 Department's written answer so that all proposals are submitted on the same basis.

Pricing should be inclusive of tasks and requirements as outlined in RFP **Part IV, Work Statement**.

The Department will pay the selected Offeror for providing Project services using a Per Member Per Month ("PMPM") rate, each month during the term of the agreement. For the purpose of submitting a cost proposal, the Department has provided projections of trips, users, and MA Consumers. The Cost Submittal should include all costs necessary to commence and operate MATP in Philadelphia County, including but not limited to start-up costs, ongoing operating costs, outreach and survey costs, and ongoing administrative costs.

Appendix K consists of the Philadelphia MATP Data Book that contains historical Philadelphia MATP data from January 2011 through February 2016 and current Philadelphia MA Consumer demographic information.

Appendix J, Cost Submittal, contains a spreadsheet that requires Offerors to provide multiple price points for units of service. From these price points, the Department will project 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.

Each Offeror's proposal will be evaluated based on capitated PMPM rates – for each of the three years and the two-year option period.

Please note that the historical and projected MA population figures exclude nursing home residents. The Department has removed these consumers from the capitated MA population universe because their nursing home will cover the consumers NEMT needs. If the Department identifies an additional subset of the MA population as ineligible for MATP, the Department will remove them 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.

Cost Verification. The Offeror should break down its total proposed pricing into the following cost components:

1. Administrative Costs consisting of:

- a. **Personnel Salaries.** Itemize to show the following for each person proposed to complete the proposal: (1) 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.**

2. Operating Cost consisting of:

- a. **Personnel Salaries.** Itemize to show the following for each person proposed to complete the proposal: (1) 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.** These costs include the cost of purchased mass transportation instruments as well as subcontracted paratransit rides. For the latter transportation providers, please itemize all direct labor costs.
 - j. **Reimbursements.** This should include the cost of anticipated reimbursement for clients receiving rides or using their own vehicles for transportation.
 - k. **Indirect Cost.**
3. **Profit.** (If applicable). This should include profit projections.

The Department will reimburse the selected Offeror for work satisfactorily performed after execution and full approval of the written agreement and the start of the agreement term, in accordance with agreement requirements.

II-11. Domestic Workforce Utilization Certification (Tab 10). Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix F** 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 as **Tab 10**.

II-12. Lobbying Certification and Disclosure (Tab 11). This grant will be funded in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the consumer or by any lower tier sub-Consumers of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. Offerors who submit proposals in response to this RFP must sign the “Lobbying Certification Form” (attached as **Appendix G**) and, if applicable, complete the “Disclosure of Lobbying Activities” form available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>. The signed form must be included as **Tab 11** in the Technical Submittal.

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.
- C. Must meet the referral and conflict free requirements as set forth in RFP Part IV Section IV-3.B.

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Department may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Department has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, DGS BDISBO will evaluate the SDB participation submittal and provide the Department with a rating for this component. The Department will provide written notice 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.

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

- A. **Technical:** The Department has established the weight for the Technical criterion for this RFP as 50% of the total points. Evaluation will be based upon the following in order of importance: Soundness of Approach, Offeror Qualifications, Personnel Qualifications, and Understanding the Problem. The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score and a proportionate number of the available technical points are given to the remaining proposals.
- B. **Cost:** The Department has established the weight for the Cost criterion for this RFP as 30% of the total points. The cost criterion is determined by giving the proposal with the lowest total cost the maximum number of Cost points available and a proportionate number of available points to the remaining proposals.
- C. **Small Diverse Business Participation:** DGS BDISBO has established the weight for the SDB participation criterion for this RFP as 20% of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs

in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal must perform at least 60% of the total agreement value to receive points for this criterion under any priority ranking.
2. To receive credit for a SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant commitment is a minimum of five percent (5%) of the total agreement value.
4. A commitment less than five percent (5%) of the total agreement value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs will receive 150 points. In addition, SDB Offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal with the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking.

Priority Rank 2: Proposals submitted by SDBs, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking.

Priority Rank 4: Proposals by non-small diverse businesses with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other applications in that category shall be scored in proportion to the highest

total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available}^*} = \frac{\text{Awarded/Additional}}{\text{SDB Points}}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

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

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

The Domestic Workforce Utilization Certification will be included as an obligation when an agreement is executed.

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

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

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. Must meet the referral and conflict free requirements as set forth in RFP Part IV Section **IV-3.B.**; and
- C. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to ensure good faith performance of the agreement. The Commonwealth will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity and analyzing various financial ratios, and comparison with industry standards and trends.

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

Further, 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, Offeror Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted and for those proposals achieving the required technical score, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, the final SDB scores and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
- C. The Department must select for negotiations the Offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.
- D. The Department has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time an agreement is fully executed, when it is in the best interests of the Commonwealth.

PART IV

WORK STATEMENT

IV-1. Objectives.

A. General:

The Department is seeking an Offeror who will provide non-emergency medical transportation (NEMT) to and from MA providers through a structured and cost effective approach to coordinating various transportation modes that meet the needs of MA consumers in Philadelphia.

B. Specific:

The selected Offeror will arrange and coordinate NEMT for MA consumers, who otherwise have no other means of transportation, as set forth in this RFP. The Department's overall goals in awarding an agreement are as follows:

1. Arrange cost effective NEMT services that reduce the number of no-shows for medical services and medical appointments due to a lack of transportation.
2. Establish an adequately staffed Customer Service Center, with a sufficient number of trained call specialists and operations staff, to interact with MA consumers requesting NEMT.
3. Perform gatekeeping and scheduling functions to provide for the appropriate use of the MATP.
4. Establish a sufficient network of transportation providers that meets the service delivery needs of MA consumers.
5. Have the technological capacity to meet the full scope of MATP to administer an efficient and effective program.
6. Develop and maintain a complaint process that provides for the effective response to consumer issues regarding the delivery of NEMT services.

IV-2. Nature and Scope of the Project.

Federal regulations at 42 C.F.R. §431.53 require states to provide for necessary emergency and non-emergency transportation for MA consumers to and from MA-enrolled providers. The Department provides NEMT through the MATP. MATP provides transportation to MA consumers, who otherwise have no other means of transportation or have an unmet transportation need, and require access to medical treatment or evaluation, or purchasing prescription drugs or medical equipment.

Philadelphia County currently has approximately 562,109 total MA consumers. The majority of these consumers receive their physical and behavioral health services through the Department's mandatory managed care program known as HealthChoices. MA

Consumers not covered by HealthChoices are covered through the Department's Fee for Service ("FFS") Program. The selected Offeror will provide NEMT services to MA consumers in both the HealthChoices and the FFS Programs.

The Department is seeking an Offeror who will provide administrative and operational efficiencies while providing appropriate and cost effective NEMT services which enables MA consumers to access necessary health care services. The selected Offeror will determine for each MA consumer the least costly and most appropriate mode of transportation to get him or her to a medical appointment. In addition, the Offeror will schedule, manage and make payment for all MATP NEMT services. Transportation services may include taxicabs, vans, mini-buses, wheelchair vans, mileage reimbursement, and public transportation.

The selected Offeror shall use public transportation whenever appropriate, if it is cost effective. Philadelphia is home to the most extensive fixed route public transportation system in Pennsylvania, which is the fifth largest in the country. The Southeastern Pennsylvania Transportation Authority ("SEPTA") operates this system. An intra-county token on SEPTA currently costs \$1.80 and a monthly intra-county TransPass is \$91.00 (More information on the SEPTA fare structure can be found at <http://www.septa.org/fares/>). In FY 2014-15, approximately 74% of MATP trips were provided through public transportation.

Paratransit services should be a "safety net" for people who are prevented from using public transportation due to a chronic illness, disability, age (minors and seniors), or being medically-at-risk. In certain circumstances, the selected Offeror may provide NEMT services on a subscription basis for a targeted population. For example, MATP delivers significant support for children receiving behavioral health services by providing paratransit services to pre-school, school, and afterschool programs. In FY 2014-15, approximately 46,000 trips per month were performed for 1,056 children.

In addition, the Department wants the selected Offeror to provide strong incentives so that transportation providers meet standards that reflect superior service delivery. The most effective transportation programs will have approaches for continuous quality improvement based on consumer feedback and effective program monitoring.

Lastly, the Department views NEMT as a key link in the coordination of care planning for consumers. Establishing effective working relationships with managed care organizations and high volume health care providers will be essential towards creating transportation strategies that enable consumers to access necessary health care services. Processes should focus on information exchanges, shared planning, decision-making, and consumer engagement opportunities.

IV-3. General Requirements.

A. Compliance.

1. The selected Offeror must comply with Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et. seq. and 2000e et. seq.), § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et. seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et. seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.), and the Pennsylvania Human Relations Act of 1955 (71 P.S. § 941 et. seq.), as amended. The selected Offeror must have working knowledge of, and all services provided must be compliant with applicable federal, state, and local laws and regulations.
2. The selected Offeror and its subcontractors must also comply with all other Federal and State laws in general and specifically those that govern the MA Program, including but not limited to:
 - a) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v, and accompanying regulations.
 - b) The Pennsylvania Human Services Code, Act of June 13, 1967, Pub. L. 31, No. 21, as amended (62 P.S. §§ 101 et. seq.) and regulations.
3. In the event that amendments, revisions or additions to the requirements of State or Federal law, regulations, guidelines or policies (including IT standards) occur after the Effective Date, the selected Offeror and DHS will meet to determine the impact of such changes on the MATP requirements. The selected Offeror will investigate the impact of the change on its requirements and price. If DHS and the selected Offeror agree on the results of the investigation and any necessary modifications to the agreement, the agreement will be modified to take into account the agreed upon changes and the change will be implemented. If the change is within the scope of the agreement and does not require modification of its provisions, DHS will issue a change order in accordance with Grant Terms and Conditions (**Appendix A**). If the change is within the scope of the agreement but requires modification of other provisions, DHS and the selected Offeror will execute a written amendment.

Significant changes include substantial and sustained increases or decreases in trip volumes over several months other than those caused by the routine monthly fluctuation of the MA population. In instances of temporary increases in trip volumes caused by or changes in the design of existing programs, the Department may agree to a temporary increase in a PMPM rate during the affected period. These temporary fees will be negotiated and will be incorporated into the Grant pursuant to the Terms and Conditions (Appendix A).

- B. Referral and Conflict Free Requirements.** The Offeror is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 CFR §440.170(a)(4) (ii).

1. The selected Offeror (including owners, investors, Board members, corporate officers, contractors other than transportation service providers and employees) is prohibited from providing transportation services.
2. The selected Offeror is prohibited from making a referral or subcontracting to a transportation service provider if:
 - a. The selected Offeror has a financial relationship with the transportation provider as defined at 42 CFR §411.354(a) with the term “selected Offeror” substituted for the term “physician” and the term “non-emergency transportation” substituted for “DHS.”
 - b. The selected Offeror has an immediate family member, as defined at 42 CFR § 411.351 that has a direct or indirect financial relationship with the transportation provider, with the term “selected Offeror” substituted for the term “physician”.
3. The selected Offeror is prohibited from withholding necessary transportation from a MA Consumer for the purposes of financial gain, or any other purpose.
4. The selected Offeror is prohibited from authorizing transportation that is not the most appropriate and cost effective means of transportation for a MA Consumer for the purposes of financial gain, or for any other purposes.
5. The selected Offeror may not accept an offer or payment or other remuneration, including a kickback, rebate, cash, gift or service in kind made by a transportation service provider in order to influence referrals or subcontracts for non-emergency transportation services.
6. The selected Offeror is prohibited from paying more for fixed route public transportation than the rate charged to the general public and more for public para-transit services than the rate charged to other state human service agencies.
7. The selected Offeror must provide the Department with an annual written statement certifying its compliance with the referral and conflict free requirements stated in this RFP Part IV, Section IV-3B.

C. Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, Pub. L. 104-191, and accompanying regulations. The selected Offeror will comply with all federal and state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (“PHI”) as defined by the HIPAA. The selected Offeror will comply with the Business Associate Addendum contained in **Appendix C** of this RFP.

By state and federal law, the selected Offeror is required to maintain consumer confidentially except with regard to such information as is necessary to authorize and order medical transportation services. The selected Offeror’s staff must sign a Confidentiality Statement, which includes a prohibition of relaying personal information about MA consumers and their medical diagnoses to the transportation providers. The selected Offeror may communicate the following information necessary to meet a consumer’s needs to a transportation provider:

- a) Physical limitations,
- b) Need for assistance,
- c) Special equipment used by client,
- d) Emotional problems affecting client during transport, and

- e) Need for assistance entering or exiting a vehicle or getting to or from the vehicle and home or medical office.

D. 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 entities providing critical services to individuals served by Department programs have planned for emergencies and put contingencies in place to provide needed services to these individuals.

1. Describe how you anticipate an emergency will impact your operations, particularly call center functions.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of preparedness:
 - a) Employee training, including how frequently you will share the plan with employees
 - b) Identified essential functions and key employees necessary to implement plan
 - c) Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are unavailable
 - ii. How employees in your organization will carry out the essential functions if prevented from coming to the primary work site.
 - iii. How your organization will manage operations in the event of a disruption in the availability of transportation services, such as a transit strike, extreme weather, etc.
 - d) How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e) How and when your emergency plan will be tested, and if the plan will be tested by a third party.

E. Record and Report Retention, Retrieval, and Transfer. The selected Offeror will maintain books, records, and other compilations of data and information pertaining to the performance of the requirements of the Agreement. The selected Offeror will retain all such records a period of five (5) years from the expiration of the Agreement. Should any litigation, claim, negotiation, audit, or other action involving the records be commenced, the selected Offeror must retain records until the resolution of all issues, or until the end of the applicable retention period, whichever is later.

The selected Offeror must, within two (2) months of the award, create and submit for approval a record and report retention system. All or part of any record or report must be retrievable within five (5) business days of request.

The retention system must be outlined and organized by year and in such a way that it can be transferred to DHS or a subsequent MATP provider without the need to manually re-enter information.

- F. **Fraud and Abuse.** The selected Offeror will establish and maintain written policies and procedures for the detection and prevention of fraud and abuse which may be committed by the selected Offeror's employees, by its subcontractors or transportation service providers.
1. The selected Offeror will create written compliance policies designed to educate employees and agents about false claims, false statements and whistleblower protections under applicable federal and state fraud laws.
 2. The Offeror shall have a process to verify that transportation carrier claims for reimbursement match verification of authorized trips.
 3. The selected Offeror must cooperate fully with oversight agencies responsible for fraud and abuse detection and prosecution activities, such as the Department's Bureau of Program Integrity, the Governor's Office of the Budget, the Office of the Attorney General, the Pennsylvania Office of Inspector General, the Centers for Medicare & Medicaid Services ("CMS"), the federal Office of Inspector General, and the United States Justice Department. The Department will review and approve all internal enforcement policies and procedures adopted by the selected Offeror.
 4. The selected Offeror must refer information of suspected or confirmed fraud or abuse to relevant oversight agencies. DHS will issue standardized referral processes so that information can be expedited for appropriate disposition.
 5. The selected Offeror will require, as a written provision in all subcontracts and provider agreements that the subcontractor or provider recognizes that payments made are derived from federal and state funds.
 6. The selected Offeror will require, as a written provision in all subcontracts or agreements for services rendered to MA consumers, that the subcontractor or provider may be held civilly or criminally liable for misrepresentations or fraud or abuse in connection with services provided under the MATP agreement.
 7. The selected Offeror will notify all subcontractors and providers of the prohibition and sanctions for the submission of false claims and statements.
 8. The Department may impose sanctions in cases of suspected fraud or abuse by the selected Offeror, including its corporate officers and employees or its subcontractors, which violate one or more of the terms of the RFP and MATP agreement, or the requirements of state or federal law and regulations.

9. The selected Offeror may not employ and may not include in its transportation network any individual or entity that has been excluded from participation in a federally funded health care program by the Commonwealth, the federal government or another state. 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
10. Department funds may not be used to pay for transportation services that are otherwise available without charge to both MA and non-MA Consumers. In addition, MA is generally the payer of last resort. The selected Offeror is encouraged to utilize federally-funded and public transportation whenever possible if it is cost-effective and appropriate, and to negotiate service agreements with such entities when appropriate.

IV-4. Tasks.

A. Readiness Review and Implementation Phase. The Department will provide the selected Offeror up to a three (3) month period to develop and ramp-up services. The Department may continue to develop the elements, program standards, and forms to be used for the Readiness Review process. Describe your plan to meet the following requirements and include a PERT or similar display, time related, showing each event.

1. Readiness Review.

- a) On the Effective Date of the MATP agreement, the selected Offeror will begin participation in the Readiness Review process. Through Readiness Review, the Department will document the status of the selected Offeror with respect to meeting the agreement requirements. The Department will not permit the selected Offeror to serve consumers if the Offeror does not show acceptable evidence of readiness relative to each MATP agreement requirement.
- b) The Department will review the selected Offeror's organizational policies and procedures to confirm they comply with applicable State and Federal laws and regulations, and MATP agreement requirements.
- c) The selected Offeror must acquire sufficient knowledge of Pennsylvania's MATP to understand and carry out the agreement requirements in an effective and timely manner.
- d) The selected Offeror must effectively coordinate and work with designated stakeholders, the incumbent, and third party vendors, if applicable, during the readiness review phase to perform and manage all tasks.
- e) The selected Offeror must conduct readiness review activities so as to allow for a smooth transition of the on-going business and operational activities currently being provided to consumers.
- f) The selected Offeror must acquire knowledge so its staff is able to confidently assume ownership and independently manage the operational business functions and timely delivery of services to MA Consumers without disruption.

- 2. Implementation Work Plan.** Offerors should submit a detailed implementation work plan and not simply a statement pledging to comply with MATP requirements. Offerors' implementation work plan should include, but is not limited to, the following elements:

 - a) Staffing.** The proposed schedule for recruitment and hiring of all proposed staffing.
 - b) Training Schedule.** The training schedule for all staff, including a timeline for completion of training materials in accordance with RFP **Part IV Section IV-4. X.**
 - c) Customer Service Center Responsibilities.** The plan and timeframe to transition the Customer Service Center responsibilities from the incumbent.
 - d) Operational Responsibilities.** The plan and timeframes for Offeror and the incumbent to transition trip data on individual consumers to include but not limited to name and address, pick-up and drop-off times, locations, and mode of transportation.
 - e) Materials Development and Production.** The plan and timeline for material development and production, which includes time for Department review and approval. Include dates for concept development, solicitation of MA Consumer and community comments if new materials are developed, first draft, final draft, printing and mailing.
 - f) Telephone Hardware Installation.** The process and timeline for implementing and testing a fully operational telephone system, including planned dates for purchase or lease, installation start and end, and testing.
- 3. Initial Notice and Consumer Handbook.** The selected Offeror must develop and mail a MATP Consumer Handbook, at a minimum, to all users of MATP services in Philadelphia prior to the selected Offeror assuming responsibility for the provision of transportation services. In an initial notice sent with the handbook, the selected Offeror shall inform consumers of the availability of NEMT services, including the Offeror's name, address, telephone numbers, and hours of operation, as well as a brief description of how to utilize the selected Offeror to arrange for NEMT services.
- 4. Implementation Quality Management.** Describe your approach for quality management during the implementation phase, including processes, procedures, assessments and accountability controls.
- 5. Implementation Progress.** During the implementation phase, the selected Offeror will provide progress assessments and status updates. The selected Offeror will have regular status meetings with the Department's Readiness Review Team, which will be either face-to-face or via conference call. The selected Offeror will coordinate with the Department regarding implementation tasks, prioritization of issues or conflicting activities interfering with implementation tasks. Describe how you will meet this requirement.

- 6. Use Effective Security Measures.** The selected Offeror shall have a system with security measures in place to prevent the unauthorized use of, or access to, data. The selected Offeror must maintain the confidentiality of all information and will only use information available to it to fulfill its obligations under the MATP agreement. Describe the Offeror's system and security measures to protect the confidentiality of all information, and to prevent the unauthorized use of or access to data. Include how the Offeror will comply with all applicable confidentiality requirements, including HIPAA and requirements relating to safeguarding information relating to beneficiaries of public assistance.
- 7. Establish and Provide an Information Technology ("IT") Systems Disaster Recovery Plan.** The selected Offeror shall establish an IT System disaster recovery plan that includes arrangements for backup of all data and the ability to provide services within twenty-four (24) hours of the interruption of services. Describe the Offeror's IT Disaster Recovery Plan, including the Offeror's local disaster recovery plan.
- 8. Resolution of IT Problems.** The selected Offeror must have an IT system that is operational when required and shall resolve systems problems when they occur.
- 9. Implementation Results.** At the end of the implementation phase, the selected Offeror will prepare a Readiness Review and Implementation Results Report. This report will document the completion of transition activities, and will provide the status of each high-level task and activity that took place during the implementation period. The report will highlight how the selected Offeror achieved each of the objectives stated in the Implementation Plan and the resolution of issues identified and prioritized during the transition process. Describe how you will meet this requirement.

B. Inform and Educate MA Consumers. The selected Offeror will inform and educate MA consumers about the availability and services of MATP. The selected Offeror shall develop a basic informational brochure to be available at Philadelphia CAOs and district offices, high volume MA-enrolled medical service providers, human services and community agencies, social service agencies, and other appropriate locations. The Offeror must address at a minimum:

- 1) Description of the availability of services
- 2) Eligibility for services
- 3) The service authorization process
- 4) How to access and use the services properly

Describe the Offeror's approach to informing consumers about MATP services and the availability of NEMT. Include examples of outreach materials as attachments.

C. MATP Consumer Handbook. The selected Offeror must develop and mail a MATP Consumer Handbook to MA consumers requesting NEMT within five (5) business days of the request for services. The handbook must address at a minimum:

- 1) A description of MATP and applicable policies
- 2) How to obtain and maintain services
- 3) How to use the services properly
- 4) Consumer rights and protections

Please provide samples of similar documents the Offeror developed for comparable projects.

D. Written Materials. The selected Offeror must submit all written material to be communicated to consumers to the Department for advance written approval prior to distribution.

1. The selected Offeror must prepare and distribute consumer information that is written at no higher than a sixth grade reading level.
2. 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.
3. Upon request by the Department, the selected Offeror must develop and distribute additional mailings to announce special initiatives or policy or program changes. The selected Offeror must develop such materials for the MATP in the form and context required by the Department. The selected Offeror shall provide mailings at least 30 business days in advance to all MATP users.
4. If the selected Offeror changes any policy, process, or procedure that materially affects how MATP users access transportation services and which have been approved by the Department, the selected Offeror must provide notice at least 30 days in advance of the change.

E. Limited English Proficiency (LEP). Upon request, the selected Offeror must provide, at no cost to the consumer, oral interpretation services in the requested language, sign language interpreter services or other alternate forms of communication to meet the needs of the consumer.

1. The selected Offeror must include appropriate instructions on all materials about how to access, or receive assistance with accessing, desired materials in an alternate language. The selected Offeror must also post this information on its web site.
2. The selected Offeror must make all vital documents disseminated to English speaking consumers available in alternative languages, upon request. Vital documents include, but are not limited to, informational brochures and consumer handbooks.

3. The selected Offeror must use electronic call answering methods that provide electronic messages in prevalent languages, as determined by the Department. The recording must be first in English, and must provide general information about the MATP and give the caller the options to hear the message repeated in the prevalent language.

Describe how the Offeror will meet the requirements of Title VI in providing meaningful access for individuals with LEP.

- F. Alternate Format Requirements.** The selected Offeror must provide alternative methods of communication for consumers who are visually or hearing impaired, including Braille, audio tapes, large print, compact disc, DVD, computer diskette, and/or electronic communication. The Offeror must include appropriate instructions on all materials about how to access, or receive assistance with accessing, desired materials in an alternate format.

Describe how the Offeror will meet the needs of individuals who require alternative formats.

- G. Operate an MATP Customer Service Center.** The selected Offeror shall establish and maintain a MATP Customer Service Center in accordance with the requirements set forth below.

1. Establish and maintain a MATP Customer Service Center located in Philadelphia.
2. Utilize the current toll-free number (877-835-7412) for consumers.
3. Have sufficient staffing of the Customer Service Center to meet the functions provided below:
 - a) Provide education and information to consumers, medical providers, and the general public on MATP
 - b) Communicate clearly and act in a responsible, courteous and professional manner
 - c) Verify consumer eligibility for MATP
 - d) Assess a consumer's needs for transportation services, including determining that transportation is not otherwise available and not covered by other programs or funding
 - e) Select the most appropriate and least costly transportation mode to meet a consumer's cognitive and physical needs
 - f) Arrange transportation for consumers

Describe the Offeror's approach to operating an effective Customer Service Center. The Offeror's approach should include, but not be limited to, staffing structure, staff qualifications and training. Include examples of scripts and any other pertinent materials that Customer Service staff would use to interact and work with consumers, medical providers, and the general public to meet the above requirements.

4. At a minimum, the selected Offeror will operate a Customer Service Center Monday through Saturday from at least 8:00 a.m. to 6:00 p.m., except for official state-employee work cancellations in the Philadelphia area for inclement weather, natural disasters, or other Commonwealth-declared emergencies. The Department may require expanded hours, if the Department determines a need. The selected Offeror may not use electronic call answering methods as a substitute for staff persons to perform services during operational hours.

Please describe how call center hours will differ from operating hours (hours of which transportation will be provided).

5. The selected Offeror will provide electronic call answering methods for the toll-free phone line for messages during hours when the selected Offeror does not staff the Customer Service Center. The selected Offeror's staff will return after hours calls within the next business day.

6. The Offeror will develop and submit with its technical submittal a plan for hiring Customer Service Center staff to address overflow calls and for handling sudden and unexpected increases in call volumes so that the Offeror meets performance standards. The Offeror should also address its plan for providing coverage when staff is temporarily unavailable such as for staff training, illness or vacations. The Offeror should describe how they would implement and coordinate its plan with the Department.

If the Department changes its current MA Program so that the change affects services provided under the MATP agreement, the selected Offeror must analyze staffing needs, and modify required staffing, as needed. The selected Offeror will review its contingency plan each renewal term, or as directed by the Department, and submit modifications to the Department for approval prior to use.

7. The selected Offeror will have a telecommunications system, as specified in RFP Part IV, Section IV-4. H., as part of its operation of the Customer Service Center. The selected Offeror's system will have the capability to record all incoming and outgoing calls. The staff or an automated message will state to callers that the selected Offeror may record calls.

8. The selected Offeror must store all recorded incoming and outgoing calls for a minimum of 30-calendar days from the date of the call. The selected Offeror must archive all calls for a maximum of five (5) years from the date of the call. The selected Offeror must provide the Department with any recorded call within three (3) business days of the Department's request.

9. The selected Offeror will collect, document and store detailed information, including LEP, and other communication needs and special needs information, on all inquiries and calls from consumers. Describe the system the Offeror will use to store consumer information.

10. During operational hours, the selected Offeror's Customer Service Center must meet or exceed the following standards which apply to monthly averages:

- a) Abandoned call rate must not be in excess of 5%
- b) Less than 1% for blocked call rate (busy signal)
- c) Sixty (60) seconds or less for the average speed to answer a call
- d) Two (2) minutes or less for average hold time

11. The Offeror should describe its Automatic Call Distribution (“ACD”) Software and its capabilities to track performance.

12. The selected Offeror must assess the quality of services performed by Customer Service Center staff. Describe the Offeror’s process for monitoring Customer Service Center staff.

H. Telecommunications Capabilities. The selected Offeror shall establish and maintain sufficient telecommunications capabilities as follows:

1. The selected Offeror's telecommunication capabilities shall include:

- a) All telephone services
- b) Telephone equipment and telephone lines
- c) Automated data files
- d) An Interactive Voice Response (“IVR”) system (Provide a schematic of the proposed IVR system)
- e) An automatic call distribution (“ACD”) system (Provide a schematic of the proposed ACD the Offeror will use)
- f) Text Telephone Typewriter (TTY) and/or Pennsylvania Telecommunication Relay Service for communication with individuals who are deaf or hearing impaired

2. The selected Offeror shall report immediately all interruptions in any telecommunication services to the Department.

I. Systems Requirements. The selected Offeror must maintain sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment, and trip reservations, as well as to meet the monthly reporting requirements established under this RFP. The Offeror will be required to provide an architectural diagram of its system network.

At a minimum, the selected Offeror must use a reservation, scheduling and NEMT software that have the capability to schedule trips and group appropriate rides to provide timely pick-ups and drop-offs and to maximize the utilization of transportation modes and the purchasing power of the Offeror to broker better pricing from transportation providers. The software must also have the ability to do the following:

- 1) Providing standing order subscription trip and random trip reservation capability.
- 2) The ability to use the approved Eligibility Verification System (“EVS”) options listed in Appendix M to determine consumer eligibility and to maintain the most current eligibility information.
- 3) Capture all data elements defined below:

For each consumer:

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

For each trip:

- 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 times
- Actual pick-up/drop-off times
- Escorts
- Pick-up location
- Drop-off location
- Subcontracted provider assigned
- Trip mileage
- Miles traveled by MA consumer
- Destination: Medical provider’s name
- Destination: Medical provider’s address

Describe the Offeror’s information systems hardware, software, and its capabilities as they relate to the required reporting and effective management. Please include in your description how the Offeror will maintain its systems (equipment and software) to provide for efficient operation, in compliance with this RFP, including upgrades, enhancements, and bug fixes.

In addition, please describe how the Offeror will have hardware, software, and firmware products, individually and in combination, that are compatible with the Department's systems. This includes testing prior to the start of operations.

Please explain how the Offeror will electronically store data using its computer system, how often data will be backed up and where the data will be stored.

The Department is also interested in the feasibility of an on-line application and scheduling of trips by consumers or high volume MA health care providers.

- J. Recruit and Maintain an Adequate Transportation Network.** The selected Offeror shall have a network of transportation providers with sufficient capacity to meet the NEMT needs of consumers. The selected Offeror must maintain within its network an array of transportation modes and services, including sub-contractual agreements with paratransit providers and other arrangements such as volunteers, mileage reimbursement, and public transportation. Access to transportation services shall be at least comparable to transportation resources available to the general public. The selected Offeror shall provide for service delivery that meet the needs of consumers for routinely scheduled trips, standing orders, and urgent care trips.

Describe the Offeror's approach to developing sufficient capacity to meet the needs of consumers.

- K. Paratransit Network.** The selected Offeror is required to establish a network of providers to deliver paratransit services for eligible consumers to get to medical appointments. The selected Offeror will provide paratransit under this RFP through subcontracts with paratransit providers and will be responsible for credentialing transportation providers and for payment of paratransit services. The selected Offeror must require that its subcontractors and subcontractor vehicles meet all state and federal requirements and regulations.

Describe the offeror's credentialing process to develop and maintain its transportation network meets all agreement requirements, including all state and federal requirements.

In addition, the selected Offeror will be responsible for the following:

- 1. Driver Clearances.** The selected Offeror must require that all drivers have valid licenses and appropriate clearances including a criminal history background check and a child abuse clearance prior to providing services to MA consumers. The selected Offeror shall develop a policy on background checks and clearances and apply it to determine whether employment is appropriate based on the results. The selected Offeror must make this policy available to consumers and the Department upon request.

The selected Offeror shall require that all drivers, including volunteers, have the following clearances:

- Pennsylvania Child Abuse History Clearance;
- Pennsylvania State Police Criminal Record Check; and
- Federal Bureau of Investigation Criminal Background Check.

The Pennsylvania Child Abuse History Clearance can be submitted and paid for online through the Child Welfare Information Solution (CWIS) self-service portal, www.compass.state.pa.us/cwis.

For more information on obtaining the Pennsylvania State Police Criminal Record Check or Federal Bureau of Investigation Criminal Background Check, please go to:

<http://www.dhs.pa.gov/publications/findaform/childabusehistoryclearanceforms/index.htm>.

- 2. Vehicle Standards.** The selected Offeror must use transportation providers that adequately maintain vehicles and vehicle equipment to meet the requirements of this RFP. Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under the Agreement. Vehicles must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations. The selected Offeror must immediately remove from service any vehicle found to be noncompliant with Pennsylvania Department of Transportation vehicle licensing requirements, safety standards, ADA regulations, or RFP requirements.
- 3. Annual Vehicle Inspections.** The selected Offeror must develop and implement an annual inspection process to verify that all vehicles meet the requirements of Sections 2, Vehicle Standards, and that safety and passenger comfort features are in good working order (e.g., brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.). The selected Offeror will conduct these annual inspections using its own staff or an alternate method approved by the Department. Prior to the execution of a service agreement between the selected Offeror and a transportation provider, the selected Offeror will conduct and complete an initial inspection of all transportation provider vehicles. The selected Offeror will complete subsequent inspections no later than 12 months after the most recent inspection. The selected Offeror must maintain records of all inspections and made available upon request.
- 4. Training.** The selected Offeror shall train all drivers prior to their participation in MATP as part of the credentialing process. In addition to the driver standards set forth in this RFP, the selected offeror shall establish and implement its own driver training standards to provide effective service delivery by qualified personnel.

Describe the selected Offeror's training program including content and duration. Please provide examples of training programs conducted for comparable projects.

In addition, please describe the selected Offeror's standards as it pertains to driver qualifications and driver conduct.

5. Monitoring. The selected Offeror will develop and implement a monitoring plan, which it must submit to the Department for approval. The selected Offeror shall monitor their transportation providers for compliance with the terms of their subcontracts or provider agreements and all transportation provider related requirements of this RFP, including driver requirements, vehicle requirements, complaint resolution and the delivery of courteous, safe, timely and efficient transportation services. At a minimum, the selected Offeror will include in its plan the following monitoring activities:

- a) On-Street observations
- b) Random audit of rides performed
- c) Accident and incident reporting
- d) Statistical reporting of trip characteristics
- e) Analysis of complaints, including the tracking and investigation of complaints and their disposition
- f) Review of driver and attendant licensure, driving record, background checks, clearances, experience and appropriate driver training
- g) Client safety
- h) Completion of driver logs and inspection of manifests, vehicle inspections, insurance coverage, maintenance, etc.
- i) Monitoring of on-time performance

Describe the selected Offeror's monitoring requirements, including but not limited to inspection schedules and inspection procedures. Include examples for all as attachments.

6. Subcontractor Agreements. The selected Offeror shall submit all agreements and subcontracts for the provision of transportation services to the Department for prior approval. In its agreements or contracts, the Offeror must address the following minimum requirements and responsibilities for its transportation providers:

- a) Scope of services required from the transportation provider;
- b) How the services, activities, and tasks to be performed by the transportation provider will be carried out;
- c) Pick-up and drop off requirements;
- d) Driver, equipment, and vehicle requirements and service standards necessary to carry out the range of services covered;
- e) Procedures to monitor the transportation provider and how non-compliance will be addressed;
- f) Effective date and duration, termination, and renewal options;
- g) Any damages that may be assessed against providers;
- h) Reporting and driver log requirements of the transportation providers;

- i) Financial terms of the agreement including billing schedules and terms of payment ;
- j) Provider grievance procedures;
- k) Agreement by the transportation provider to be bound by the State and Federal terms and conditions outlined in Appendix Q.

Describe the Offeror’s relationship with its transportation providers (a sample sub-contract or agreement may be attached).

- 7. Timely payment.** The selected Offeror’s payments to transportation providers shall be sufficient to support efficiency, economy and quality of care, to enlist enough providers and to provide consumer access to covered medical services.

The selected Offeror is required to provide timely payment to each transportation provider based on the authorized services rendered. Upon submission of an accurate invoice with proper documentation, the selected Offeror shall make timely decisions on payment or non-payment (adjudication) of all authorized trips in accordance with the following requirements:

- a) 90% of accurate invoices must be adjudicated within 30 days of receipt.
- b) 100% of **accurate invoices** must be adjudicated within 45 days of receipt.
- c) 100% of **all invoices** must be adjudicated within 90 days of receipt.

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

Describe the offeror payment mechanisms, policies, and processes to provide timely payment of transportation providers.

- L. Authorize Transportation Service.** The selected Offeror’s Customer Service Center shall receive and process all consumer requests for NEMT services. The selected Offeror shall provide NEMT to eligible consumers who are permanent or temporary residents Philadelphia. In authorizing NEMT, the selected Offeror will:

- 1. Verify Eligibility.** At the time of each trip, the selected Offeror shall verify that a consumer is MA eligible. 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 the Department will waive.

The selected Offeror shall use the EVS to verify MA eligibility. After verifying the consumer’s MA eligibility, the selected Offeror must also verify that the consumer’s MA Category and Program Status Codes are valid for MATP services using the MATP Eligibility Guide (Please see Appendix L). Please describe the Offeror’s approach to verifying eligibility.

- 2. Determine Need.** The selected Offeror must determine that transportation for a consumer is not otherwise available and the trip is to an MA enrolled provider for

an MA covered service. In addition, the Offeror will not authorize transportation, if the Offeror could have arranged transportation for the consumer at no cost to MA or if other options other than MA funded transportation is available.

The selected Offeror will not provide requested trips where the distance from point of origin to destination is less than one-quarter mile. The selected Offeror shall determine exceptions based on safety issues and the mental and/or physical capacity of the eligible consumer.

The selected Offeror shall accept the information provided verbally by a consumer, or person speaking on behalf of the consumer, as valid when determining or predetermining the need for NEMT services unless the Offeror has cause to doubt the validity of information provided. If the Offeror has cause to doubt the validity of the information provided by or on behalf of the consumer, the Offeror may require documentation of that information.

In situations when a consumer does not meet the need for MATP and requires further assistance, the selected Offeror shall direct the consumer to the appropriate transportation resource. The Offeror shall know appropriate local transportation or community resources to which to refer the consumer. Please describe the Offeror's approach to determining need.

3. Determine Mode of Transportation. Once the selected Offeror establishes eligibility and need, the Offeror is required to determine on a case-by-case basis which mode of transportation is the least costly and most appropriate for a consumer. When determining the most appropriate mode of transportation for a consumer, the selected Offeror must consider the consumer's current level of mobility and functional independence.

Please describe the Offer's approach to determining mode.

M. Authorize and Schedule Transportation. The selected Offeror must authorize, schedule and provide the most appropriate and cost effective means of transportation for MA consumers who are eligible for service to and from MA enrolled providers based on the consumer's mental and physical capability to use various modes of available transportation.

The selected Offeror must schedule and provide authorized NEMT services for consumers who request NEMT services from two (2) days to 14 days prior to a non-urgent, scheduled medical appointment. Advanced scheduling will be mandatory for all NEMT services, except urgent care (see below), follow-up appointments, and unscheduled pick-up when the timeframe does not allow for advance scheduling.

The selected Offeror shall be responsible to provide same-day, after normal business hours, and weekend transportation services when the consumer has no other available means of transportation and requests services for urgent care. The Offeror shall complete valid requests for urgent care transport within three (3) hours of the time the consumer makes the request.

The Department defines urgent care, for the purpose of this agreement, as any illness or severe condition, which under reasonable standards of medical practice would be diagnosed and treated within a 24-hour period and if left untreated, could rapidly become a crisis or emergency situation or discharge from the hospital will be delayed.

The Offeror may require verification of “urgency” from the medical provider, which may be obtained by the consumer or the Offeror directly. Verification of urgency from a provider need not be in writing. The Offeror can accept a provider’s verbal authorization.

The selected Offeror has no obligation to consider a consumer’s non-MATP related travel plans in the scheduling and routing of MATP services.

Describe the Offeror’s approach to scheduled transportation to the above standards.

- N. Covered and Non-Covered Services.** Please refer to Appendix N of the RFP for a list of covered and non-covered services.
- O. Coverage Area.** The selected Offeror must transport consumers to or from a stated point of origin at the request of the consumer or person acting on behalf of the consumer to qualified MA enrolled providers who are generally available and used by other members of the community or locality in which the consumer is located.
- P. Modes of Transportation.** At a minimum, the selected Offeror shall provide the following modes of transportation services:
 - 1. Public Transportation.** The selected Offeror shall provide NEMT services using public transportation, whenever possible, if it is cost-effective. The selected Offeror shall have procedures in place to determine whether public transportation is accessible to and appropriate for the MA consumer who is requesting services.

The selected Offeror must have procedures for the timely distribution of tokens, passes, other transportation instruments or reimbursement to eligible consumers prior to a public transportation trip to cover the established fare. Consumers must have written verification (e.g., a signature) that the medical service was provided and was MA compensable.

The selected Offeror is prohibited from paying more for public transportation than the rate charged to the general public. For example, the cost of a public transportation pass (monthly, weekly, etc.) for an individual consumer shall not exceed the cost of individual transit trips. To determine this, the Offeror shall compare the cost of a pass to the cost of single fixed route trips (bus, subway, etc.) a consumer would make to a MA-enrolled provider to obtain an MA-covered services.

Describe how the Offeror will provide public transportation services, including the process and requirements for consumers to use public transportation. Describe the Offeror’s approach to written verification. Describe the Offeror’s approach to

establishing a relationship with SEPTA, the process for distributing transit instruments or checks, and the process for verifying that the instruments were used for eligible medical trips.

- 2. Mileage Reimbursement.** The selected Offeror may reimburse consumers who have access to a private vehicle (their own or another individual's) but cannot meet the cost of fuel, parking, and tolls. The selected Offeror may determine the rate per mile, but the rate may not exceed the cost of a monthly transit pass (currently \$91.00/Mo) plus parking and tolls. Prior to reimbursing a consumer, the selected Offeror must obtain written verification that the trip was for a MA covered service from an MA enrolled provider as well as the actual mileage for the trip.

Describe how the Offeror will provide mileage reimbursement, including the process and requirements for consumers, including its verification process and requirements. Identify the mileage rate the Offeror proposes and a description of the rationale for that rate.

- 3. Volunteer Transportation.** The selected Offeror may authorize volunteer drivers, where available, to provide transportation services by driving personal vehicles, or those of a county or non-profit agency, to MA covered services. The selected Offeror may only reimburse volunteers for their mileage and other expenses (parking, tolls, etc.), not their services.

If use of volunteer transportation is contemplated, the Offeror must arrange transportation with the volunteer organization directly, including scheduling appointments and notifying consumers of the arrangements.

Use of volunteer transportation does not alleviate the Offeror's responsibility to provide transportation that meets the safety, comfort, and appropriate mode of transportation to meet the consumer's health care status. The Offeror must require that all volunteers and vehicles used to provide volunteer transportation are properly licensed and insured. The selected Offeror must require volunteer transportation drivers:

- a) Be at least 21 years of age and have a valid driver's license, a clean driving record and the required insurance coverage. Their vehicle shall be in good condition with working seat belts and have all safety inspection and registration stickers up-to-date.
- b) Have child abuse and criminal history clearance checks conducted at least annually or at the customary frequency used for school bus drivers, or similar programs.

Please indicate whether the Offeror plans to use volunteers to deliver NEMT. If so, the Offeror should describe their approach to developing this mode of transportation.

- 4. Paratransit.** The selected Offeror shall provide paratransit services to and from a medical appointment when public transportation is unavailable, inaccessible, or not appropriate due to the physical or mental needs of a consumer.

Paratransit includes but is not limited to passenger cars, vans, small buses, taxicabs, wheelchair vans, etc., that are more flexible than conventional fixed-route transit but more structured than the use of private automobiles. This includes vehicles carrying, at any one time, unrelated passenger(s) with different origins and/or destinations. Paratransit also includes multi-modal. The selected Offeror must validate that the trip is for a medical service and is MA compensable.

Describe how the Offeror will provide paratransit services, including the process and requirements for consumers to use paratransit. Please include a description of the division of labor between the offeror and the paratransit provider (e.g., which entity schedules trips, which entity routes trips, which entity contacts the consumer about pick-up time, which entity dispatches trips, etc.). Describe any innovative approaches used to contain cost around this mode of transportation.

- 5. Exceptional Transportation.** The selected Offeror shall refer all consumers who request exceptional transportation to their local CAO. Exceptional transportation is nonemergency transportation that is necessary under extraordinary medical circumstances. This type of transportation may require great distances for medical treatment not normally provided through regional medical providers. Exceptional transportation includes air travel, lodging, meals and transportation for visitation purposes. The selected Offeror shall refer a consumer requesting exceptional transportation to his or her local CAO. A CAO referral form for this purpose can be found at Appendix R of this RFP.

6. Non-Emergency Medically Necessary Ambulance Transportation.

The selected Offeror shall refer a consumer, covered by the Department's Fee-For-Service program, requesting non-emergency medically necessary ambulance transportation to his or her local CAO.

The selected offeror shall refer a consumer, covered by the Department's mandatory managed care program (HealthChoices), requesting non-emergency medically necessary ambulance transportation to his or her MCO.

CAO and MCO referral forms can be found at Appendix R of this RFP.

- Q. Pick-up and Drop-off Standards.** The selected Offeror must transport MA consumers to and from medical appointments on time and provide transportation services that comply with service delivery requirements. The Offeror will include the following requirements in all transportation service agreements.

- 1. Curb-to-Curb Service.** For standard paratransit services, the selected Offeror must provide curb-to-curb services. The selected offeror shall provide curb-to-

curb service for MA consumers 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 consumer enter or exit the vehicle, folding and storing the consumer'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 a consumer. Drivers are to remain at or near their vehicle and are not to enter any buildings.

- 2. Paratransit Pick up Rule.** The selected Offeror shall pick up consumers within a window beginning 15 minutes before and extending to 15 minutes after the scheduled pick-up time. This creates a 30-minute pick-up window. The selected Offeror shall make consumers aware that they are to be ready and waiting at least 15 minutes before the scheduled pick-up time. Vehicles that arrive before the 30-minute window shall wait until the scheduled pick-up time to accommodate a consumer who is not ready. Vehicles arriving at the scheduled pick-up time or within 15 minutes after are not required to wait for a consumer who is not ready. For purposes of the complaint process, pick-ups within the 30-minute window are on time.
- 3. Paratransit One-Hour Rule.** The selected Offeror must not drop off consumers at a medical provider's office more than one (1) hour prior to the medical appointment. The selected Offeror shall not pick up consumers more than one (1) hour after a medical visit has concluded.
- 4. Trip Length Standards.** During multi-load situations, the selected Offeror and its subcontracted transportation provider must limit to the extent possible a consumer's time in a vehicle to no more than forty-five minutes longer than the average travel time for direct transport from the first point of pick-up to the destination.
- 5. Completed Trips.** The selected Offeror, for the purposes of data reporting and invoicing, will only report a completed trip as follows:
 - a one-way trip from the consumer's home or other designated location to the destination where the covered medical service will be provided to the consumer;
 - a one-way trip from the covered medical service location to the consumer's home or other designated location;
 - 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.

For example, a reserved trip from a consumer's home to a primary care physician appointment; from the physician's office to the Pharmacy, and from the Pharmacy to the consumer's home constitutes three (3) one-way completed trips.

A completed trip does not occur when the selected Offeror schedules a paratransit trip for a consumer 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.

- 6. Verification of Trips.** The selected Offeror must have a process to verify consumers are attending medical appointments for each mode of transportation. The selected Offeror shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the medical service provider prior to transportation services being provided. The selected Offeror shall perform and document a post trip verification review of trips and verify “routine trips” are for medical services.

Describe the process and methods the Offeror will use to verify trips and medical appointments.

- 7. Door-to-Door Service.** The selected Offeror must provide door-to-door service when appropriate for the consumer’s physical and mental capabilities.

The selected Offeror will provide door-to-door Service to consumers 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 will exit the vehicle and assist the passenger from the door of the pick-up point (e.g., residence), will escort the passenger to the door of the vehicle and assist the passenger in entering the vehicle. The driver is responsible for assisting the consumer throughout the trip but is not responsible for lifting a consumer. Drivers, except for ambulance personnel, are not allowed to enter a residence.

In order to receive door-to-door service, the selected Offeror must assess and determine if a consumer is eligible. The certification must document that the consumer has a physical, sensory, mental, developmental or cognitive disability that requires door-to-door assistance to be provided for the safe transport of the consumer.

The selected Offeror must communicate the availability of door-to-door service to all consumers at the time the consumer requests a service and any time a consumer requests a change to paratransit service. The selected Offeror will determine whether door-to-door or curb-to-curb service will be required at the time a consumer schedules a trip.

- R. Escorts and Attendant Services.** The selected Offeror must allow an escort, without charge to the consumer or escort, to accompany a consumer on a MATP trip if a consumer cannot travel independently, because of age, disability or language. Examples of an escort include, but are not limited to, parent, guardian, or an individual who assumes parental like responsibility, or the adult child of a geriatric parent. The Department will not pay the selected Offeror separately for an escort’s trip.

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 transportation provider. Unlike an escort, who accompanies the MA

consumer, the attendant remains with the vehicle. The Department will not pay the selected Offeror separately for an attendant's trip.

The selected Offeror must allow children to accompany a parent on paratransit vehicles, if a parent is unable to secure childcare and needs to bring children with him or her, and if the Offeror can add the additional passengers without additional cost.

Describe how the Offeror will meet the requirements for escorts and attendants, including but not limited to the Offeror's services and standards 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.

- S. Special Needs Coordination and Outreach.** The selected Offeror will work closely with the Department and the HealthChoices Physical Health Managed Care Organizations ("PH-MCOs") and Behavioral Health Managed Care Organizations ("BH-MCOs") to respond to and resolve in a timely manner transportation barriers experienced by consumers with special needs. The selected Offeror must elicit information regarding special needs of the consumer. With the consumer's permission, the selected Offeror will be required to pass this information to the consumer's PH-MCO and BH-MCO. A MCO referral form can be found at Appendix R of this RFP.

The Offeror shall have a special needs coordinator(s) to coordinate with the special needs units of the consumer's PH-MCO and BH-MCO to provide access to NEMT for each consumer with special needs, as necessary.

The Offeror shall describe how they will develop and train a Special Needs Coordinator(s) within its organizational structure to deal with issues relating to MA Consumers with special needs.

- T. Consumer No-Shows.** The selected Offeror shall develop procedures on managing trips scheduled by consumers that are not taken and not canceled by consumers within required timeframes. The Offeror shall not deny future trips due to consumer no-shows. Describe the processes the Offeror will use to minimize consumers' no-shows.
- U. Satisfaction Surveys.** The selected Offeror will use an independent research organization to conduct MATP Consumer satisfaction surveys every quarter. The selected Offeror must receive Department approval prior to survey use.

The survey should measure at a minimum the following:

1. Satisfaction with Customer Service
2. Satisfaction with Transportation Timeliness
3. Satisfaction with Driver Safety and Service
4. Satisfaction with Vehicle Cleanliness and Maintenance

Describe the Offeror's strategy to conduct MA Consumer Satisfaction surveys. If possible, indicate the organization that will be utilized. Propose specific details about how many consumers 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 MA Consumers and how the Offeror will utilize the results of the surveys.

- V. Adverse Conditions Plan.** The selected Offeror shall have a written plan that describes how the selected Offeror will provide transportation for MA Consumers who need dialysis and other critical medical care during adverse conditions such as weather or significant disruptions in transit services (i.e., transit strikes). Describe how the Offeror will provide these services.

W. MATP Advisory Committee

The selected Offeror will establish and maintain an MATP Advisory Committee that includes consumers, advocates, health and transportation providers, and other stakeholders to advise on policy and operational issues. The Advisory Committee must be active during the program implementation period prior to the operational start date.

Include a description of and role for the advisory committee, including the committee's role in implementation and readiness review activities.

- X. Complaint Process.** The selected Offeror must receive and respond to all complaints regarding the delivery of MATP services. A complaint is any issue brought to the attention of the selected Offeror by a consumer, guardian, advocate or agency for the purpose of assistance or resolution. A complaint does not include a decision by the Department regarding coverage or medical need of a service. The selected Offeror must develop and maintain a complaint process approved by the Department prior to implementation. The complaint process must include at a minimum the following:

- 1) documentation of the complaint in writing;
- 2) 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;
- 3) the timeframe by which a response will be received and the nature of that response;
- 4) the identification of a second level reviewer or reviewers; and
- 5) the timeframe by which a written response will be received.

If the complainant is dissatisfied after at least two levels of review, the selected Offeror must forward the complaint to the Department. The selected Offeror must keep copies of all complaints, responses and corrective action plans and make them 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.

Describe the Offeror's complaint resolution and tracking processes. The Offeror must include how the Offeror will receive, resolve, and track and report on complaints. Describe how the Offeror will analyze complaints and use information to improve its practices.

- Y. Appeals and fair hearings for MA Consumers.** The selected Offeror must comply with the appeals and fair hearing requirements of 55 Pa. Code Chapter 275 and 55 Pa. Code §2070.42. The selected Offeror must issue notification to consumers at the time the selected Offeror makes an adverse determination in response to a request for approval of services which: disapproves the request completely; or approves provision of the requested service(s), but for a lesser amount, scope or duration than requested; or disapproves provision of the requested service(s), but approves provision of an alternative service(s); or reduces, suspends or terminates a previously authorized service. The selected Offeror is required to use the Department's standard MATP Written Notice Form for notifications (Appendix P).

The selected Offeror must include on the Written Notice Form a clear statement of its decision, the reasons for the action being taken as well as a citation to the authority for the decision and information concerning appeal rights. Situations that require a Written Notice Form for an adverse determination include, but not limited to the following:

- a) A transportation request is for transportation to a medical service, but not an MA covered service
- b) A transportation request to a non-enrolled provider
- c) The consumer has not provided the requested documentation for purposes of obtaining mileage reimbursement
- d) The selected Offeror is unable for any reason to provide the service
- e) A consumer asserts that the mode assigned is not appropriate for his or her needs or has requested a transportation mode that has not been approved.

Consumers have the right to challenge any adverse determination and may formally appeal the action identified in the Written Notice Form in writing or orally. If orally, the selected Offeror shall assist the consumer in reducing the appeal to writing and shall obtain the consumer'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.

The selected Offeror must specify the effective date of the action in the Notice. If the consumer appeals a reduction or termination of MATP services when a MATP consumer is currently receiving services, and the appeal is postmarked within ten calendar days of the date of notice, the selected Offeror must continue providing services pending appeal.

If the matter is resolved or settled any time prior to a fair hearing, the selected Offeror must document the resolution reached. The selected Offeror must retain and make available to the Department all copies 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.

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

Z. Training. The selected Offeror must establish and implement Driver, Attendant, and Customer Service Training standards and processes subject to advance review and approval of the Department. Describe the Offeror's approach to training its own staff, drivers, attendants, and that of subcontractors, particularly customer service staff that interface with consumers.

AA. Continuous Quality Improvement. The selected Offeror must develop and maintain an ongoing quality assurance plan to support the provision of high-quality transportation services to consumers. At a minimum, the quality assurance plan must include the following elements:

1. key indicators of quality related to scheduling and delivery of transportation services;
2. a description of how the Offeror will monitor these key indicators;
3. a description of how the Offeror will develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;
4. a description of how the Offeror will monitor the quality of the transportation providers;
5. a description of the staffing resources responsible for the quality assurance plan and quality assurance activities; and samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them.

The Offeror must submit this quality assurance plan to the Department for review and approval.

Describe the process and methods the Offeror will use to provide continuous quality improvement based on feedback from consumers, analysis of trip data and costs, monitoring of staff and subcontracts and the actions taken based on identified trends.

BB. Performance Monitoring. The selected Offeror will cooperate with the Department's monitoring of its performance. The Department may conduct a review of the Offeror's records or an onsite review at any time to ensure compliance with MATP agreement requirements.

The selected Offeror will make all records related to services available for review by the Department, other state or federal agencies or their representatives. The Department shall monitor the Offeror's performance by telephone contact, record reviews, satisfaction surveys and other means. The Department may audit the Offeror's records to validate service delivery reports and other information.

The Department and state and federal agencies or their representatives may validate trip data submitted by the Offeror. The selected Offeror will assist the Department in its validation of trip data by making available trip records as requested. In addition, the selected Offeror will validate files sent to it when requested.

Department staff or its representatives may review reports of complaints from consumers, providers, or any individual or group who contact the Offeror regarding the delivery of MATP services.

In addition to any other remedies the Department may have, the selected Offeror will prepare and submit a corrective action plan (CAP) for any observation or finding contained in a notice of deficiency issued by the Department. The Offeror must submit the CAP to the Department within ten (10) business days of notification of the deficiency or other time as approved by the Department. The CAP must include, but is not limited to:

- a) Brief description of the findings
- b) Specific steps the selected Offeror will take to correct the situation or reasons why it believes corrective action is not necessary.
- c) Name(s) and title(s) of responsible staff person(s)
- d) Timetable for performance of the corrective action steps
- e) Monitoring that will be performed to implement corrective action steps
- f) Signature of the Pennsylvania Program Manager or a senior executive.

The selected Offeror must implement the CAP within the timeframe agreed by the parties for that particular CAP. Failure to implement a CAP, in the manner agreed to, may result in further action by the Department.

CC. Turnover. Turnover is defined as those activities that the selected Offeror must perform at the end of the MATP agreement or notification of termination, to transition service delivery to a successor or to Commonwealth resources. During the turnover period, the selected Offeror will work cooperatively with any successor and the Department.

1. Turnover Requirements. The selected Offeror must plan and manage the turnover in an orderly fashion so no disruption of services occurs. The selected Offeror must:

- a) Provide a Turnover Plan six (6) months prior to the end of the agreement term or within thirty (30) calendar days after notification of termination.

- b) Implement the approved Turnover Plan three (3) months prior to the end of the term or the date specified by the Department after notification of termination.
- c) Maintain service delivery staffing levels during the turnover period.
- d) Not restrict or prevent the selected Offeror's staff from accepting employment or positions with the Department or with any successor. The Department will work with the selected Offeror on the timing of any transition of its staff.
- e) Provide to the Department or any successor, within 15 business days of the request, all documentation and records required by the Department.
- f) Respond in a reasonable time to all Department requests regarding turnover information.
- g) Work closely with the Department so that turnover of responsibilities and the necessary knowledge transfer are completed by the end of the term.
- h) Execute the approved Turnover Plan in cooperation with the successor's Implementation Plan, if any.

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

- a) A description of staffing resources including skill sets and experience required to support a successful turnover. Identify a manager to manage and coordinate all turnover activities outlined in the Turnover Plan.
- b) A turnover organizational chart.
- c) An outline of key points and considerations, turnover success criteria, and the major tasks and subtasks the selected Offeror believes are pertinent for a successful turnover with minimal impact to services.
- d) A plan and implementation schedule for sharing and transitioning responsibilities and operational support information to the Department or a successor.
- e) An explanation of how the selected Offeror will manage the turnover plan, accurately assess progress, and mitigate variances.
- f) Description of how the selected Offeror will transfer all relevant data, materials, documentation, or other pertinent information to the Department or its designee in accordance with Section 3 below.
- g) Provide for the transfer of correspondence, documentation of outstanding issues, and other service delivery support documentation.
- h) Provide for the transfer of the MATP Toll-Free Telephone Number.

3. Turnover Receivables. Turnover receivables will include instructions on total MATP processes, all finished and unfinished documents, data, software, studies, reports, or other materials prepared under the agreement that the selected Offeror is required to turnover to the Department. Receivables will be packaged and will be labeled by content and divided into history which includes materials more than six (6) months old or less, and work in process. Receivables will be sent to the Department or a designated third party as specified by the Department in writing after the turnover period begins. The turnover receivables include, but are not limited to:

- a) Communication/Outreach.

- b) Administration.
 - i. Files of inquiries, complaints and resolutions.
 - ii. List of all Offerors, subcontractors and transportation providers utilized in the program by name, address, telephone number, and description how utilized.
 - iii. All stored literature including background information.
 - iv. Copies of completed financial audits.

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

5. The selected Offeror will be responsible for maintaining operations, services and systems until responsibilities are transferred to the Department or a successor. The selected Offeror is responsible for all costs relating to the transfer of materials and responsibilities.

IV-5. Service Level Agreements. The Department has developed a set of minimum Service Level Agreements, defined below, which the selected Offeror must meet, or exceed. Describe your ability to meet or exceed these minimum SLAs.

A. Performance Measures SLA Assessments. The selected Offeror will be required to submit reports to the Department that validate the performance measures specified in Appendix S-MATP Performance Measures. Failure to meet the performance measures may result in an assessment by the Department. The Department may waive an assessment at its discretion.

B. The Commonwealth, at its option, may deduct assessments from any money payable to the selected Offeror or may bill the selected Offeror as a separate item. The Commonwealth shall notify the selected Offeror in writing of any assessment before the date the Commonwealth deducts such sums from money payable to the selected Offeror.

IV-6. Reports and Project Control. The selected Offeror shall establish and maintain a process to report Philadelphia-specific operational, financial and systematic reports on such items as, but not limited to trips, unduplicated riders, call statistics, demographics, and trends over time. The reporting system must be flexible enough to allow for ad hoc reporting. Provide sample reports or report templates the Offeror recommends.

A. General Program Reporting Requirements. The selected Offeror must comply with state and federal reporting requirements that are set forth in this section and throughout this RFP. The selected Offeror shall submit reports electronically on a monthly, quarterly and ad hoc basis. The selected Offeror shall also submit an annual report at the end of each calendar year. The Department may require the selected

Offeror to submit reports on a more frequent basis or as needed to address or clarify any standards not met or to provide data on any unforeseen obstacles. The Department will specify the format for each report. Reports shall include, but not be limited to the following:

1) Monthly Trip Summary Reports:

- Number of requested trips, authorizations and denials, by mode.
- Number of completed trips by mode and medical reason
- Number of transportation provider no-shows
- Number of consumer no-shows
- Number of urgent trips
- Number of on time trips and late trips
- Number of cancelled trips
- Number of unduplicated MATP consumers and number and mode of trips taken.

2) Monthly Customer Service Center Report. Listing performance statistics specified in Appendix S, Performance Measures. The selected Offeror shall utilize an Automatic Call Distributor and call reporting system that records and aggregates the following information at a minimum:

- a) Total number of incoming calls
- b) Number of answered calls
- c) Average speed of answer
- d) Blocked call rate
- e) Rate of call abandonment
- f) Percentage of calls answered in under two minutes
- g) Average talk time
- h) Number of calls placed on hold and length of time on hold
- i) Number of abandoned calls and length of time until call is abandoned
- j) Number of outbound calls
- k) Number of available operators by time

3) Monthly Consumer Satisfaction Report. Summarizing the results of the customer satisfaction surveys required in Section IV-4.

4) Monthly Complaint and Appeal Summary. Summarizing complaints received by type, including disposition and appeals filed and resolution.

5) Monthly Incident Report. 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 consumer or staff member)
- Threats of assault or injury
- Injury to a MA consumer or to a staff member by a consumer

- Accidents while MA Consumers 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

B. MATP Monthly Trip Encounter Data Reporting. The selected Offeror must record and submit to the Department MATP Monthly Trip Encounter Data. The selected Offeror shall only submit MATP Monthly Trip Encounter Data for consumers eligible for MATP on the date of service and not submit any duplicate records.

The selected Offeror must maintain appropriate systems and mechanisms to obtain necessary data from its subcontractors and providers to comply with the Monthly Trip Encounter Data Reporting requirements. The failure of a provider or subcontractor to provide the Offeror with necessary Encounter Data does not excuse the Offeror's noncompliance with this requirement.

1. **Data Format.** The selected Offeror must submit Monthly MATP Trip Encounter Data to the Department in the file size and format specified in Appendix O MATP Monthly Trip Encounter Data File Format. The Offeror will provide the following information:

- County Code
- Date of Trip
- MA ID number of the consumer
- Mode of transportation
- Whether trip was completed
- Whether an escort was needed

2. **Timing of Encounter Data Submittal.** The selected Offeror must submit all encounter data records to the Department within 45 days following the month in which services occurred.

The Department considers trip records acceptable when they pass all Department edits.

The Department will return trip records that reject due to Department edits to the Offeror. The Offeror must correct denied trip records and resubmit as a “new” trip record if appropriate and within the timeframe referenced above.

Corrections and resubmissions must pass all the same edits to be accepted by the Department.

- C. Pennsylvania Specific Financial Reporting Requirements. The selected Offeror shall submit monthly financial reports and financial statements that are specific to the Philadelphia MATP in an electronic format approved by the Department, to be received by the Department no later than thirty (30) calendar days after the end of the month. Monthly financial statements shall include Balance Sheet, Statement of Income and Expenses, and Cash Flow Statement. Upon request, the selected Offeror shall provide supporting documentation, related to information included in these reports.

The selected Offeror will be required to submit certified Annual Financial Audit Reports at a period specified by the Department.

IV-7. Small Diverse Business Participation Requirements.

A MATP agreement containing SDB participation must also include a provision requiring the Selected Offeror to meet and maintain those commitments made to SDBs at the time of proposal or negotiation, unless a change in the commitment is approved by the BDISBO. All agreements containing SDB participation must include a provision requiring SDBs subcontractors to perform at least **50%** of the subcontracted work.

The Selected Offeror’s commitments to SDBs made at the time of proposal or negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the agreement and through any renewal or extension of the agreement. Any proposed change must be submitted to BSBO, which will make a recommendation to the Program Administrator regarding a course of action.

If the agreement is assigned, the new MATP provider must maintain the SDB participation of the original agreement.

The Selected Offeror shall complete the Quarterly Utilization Report (or similar type document containing the same information) and submit it to the DHS Program Administrator and BDISBO within ten (**10**) workdays at the end of each quarter the agreement term. This information will be used to determine the actual dollar amount paid to SDB subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the Selected Offeror made and for which it received SDB participation points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

APPENDIX A

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 03 year(s) and 00 month(s).

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

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

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.5 CONTRACT-003.1b Signatures – Contract (July 2015)

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

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

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

fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

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

V.6 CONTRACT-004.1b Definitions – IT (Oct 2013)

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

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- e. Documentation: A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1b Agency Purchase Orders (July 2015)

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

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

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the

electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

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

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

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

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

V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

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

V.11 CONTRACT-008.1b Warranties (Oct 2013)

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written

notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

(f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

V.12 CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)

a. The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

b. The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

c. If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

d. If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished

hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

e. If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

f. If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(2) any license fee less an amount for the period of usage of any software; and

(3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made

g. The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.

h. Notwithstanding the above, the Contractor will have no obligation for:

(1) modification of any product, service, or deliverable provided by the Commonwealth;

(2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a service, product or deliverable.

(3) use of product, service or deliverable in other than its specified operating environment;

(4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or combination, operation, or use of the product service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(5) infringement of a non-Contractor product alone;

(6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract, or;

(7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

i. The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

V.13 CONTRACT-009.1b Ownership Rights (Oct 2013)

a) Ownership of Properties

1) All "Developed Works" shall be owned according to the provisions set forth in this Section.

2) All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or

Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

b) Definitions

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

2) Data - For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

3) Technical Data - For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

c) Commonwealth Property - Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.

3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

4) Allow the Contractor’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.

5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are

made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

- 1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section (k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool

was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.

3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

l) Rules of Usage for Developed Works

1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

- 2) If Developed Works modify, improve, or enhance application software
- 3) or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
- 4) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- 5) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

m) Copyright Ownership

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

n) Patent Ownership

- 1) Contractor and its subcontractors shall retain ownership to patentable items, patents,

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

2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor’s provision of Services to Commonwealth under this Contract.

q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth’s exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth’s written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates the attached Software License Requirements as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates the attached Software License Requirements as a material part of the licensor's software license agreement.

V.14 CONTRACT-010.lb Inspection and Acceptance (Oct 2013)

(a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

(1) For projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

(2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.

(b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

(c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.

(d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the

Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

(e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.

(f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

(1) Repeat the procedure set forth above; or

(2) Terminate the Contract.

V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

V.16 CONTRACT-012.1 Contract Scope (Oct 2013)

(a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

(b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

(c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

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

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

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Dec 5 2006)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.

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

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

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

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

V.21 CONTRACT-015.2 Billing Requirements (February 2012)

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

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

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

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

Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.22 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.23 CONTRACT-016.2 ACH Payments (Aug 2007)

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

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

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

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

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

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

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

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

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

V.28 CONTRACT-020.2 Single Audit Clause (Dec 27, 2007)

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- a. This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- b. The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. Section 7501, et seq, and all rules and regulations promulgated pursuant to the Act.
- c. The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.

The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

V.29 CONTRACT-021.1 Default (Oct 2013)

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

Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

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

- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

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

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

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

V.31 CONTRACT-023.1b Termination (Oct 2013)

(a) For Convenience

(1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination; and
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract. In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES provision of this Contract.

(2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

(3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

(1) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(3) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.

(4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).

(5) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.

(d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the CONTRACT CONTROVERSIES provision of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term

shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

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

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

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

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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

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

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

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

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

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

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

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

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

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

e. "Financial Interest" means either:

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

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

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

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

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

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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

and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

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

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

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

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

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

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of 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.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the

contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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

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

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

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

V.41 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way

can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.42 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

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

V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

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

V.44 CONTRACT-035.1b Changes (Oct 2013)

(a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.

(b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

V.45 CONTRACT-036.1 Background Checks (February 2016)

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

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access

unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

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

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

V.46 CONTRACT-037.1b Confidentiality (Oct 2013)

The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- i v. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

V.47 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected

by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

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

V.48 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

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

V.49 CONTRACT-038.1 Limitation of Liability (Oct 2013)

(a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
- (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

(b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

V.50 CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)

a. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

b. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).

c. In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

d. The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.

e. The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

f. The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

g. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

(a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

(b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

(c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment

without the Contractor's written consent to do so.

(d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

(e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

V.51 CONTRACT-040.1a Liquidated Damages (Dec 6 2006)

- a. By accepting this Contract, the Contractor agrees to the delivery requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this clause and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- b. The amount of liquidated damages shall be FIVE PERCENT percent (5.00) of the total cost under this contract for each calendar day (for a maximum of thirty (30) days) following the scheduled completion date of the Contract until the date on which the Contractor satisfactorily completes all required work under the Contract.
- c. If, at the end of the thirty (30) day period specified in this clause, above, the Contractor has not met the schedule for completion of the Contract, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under the Default section of this Contract; or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in a manner acceptable to the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, the liquidated damages will also continue until the work is completed.
- d. Liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- e. To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.
- f. Contractor shall not be liable for liquidated damages if the delay to the Contract arises out of causes beyond the control of and without the fault or negligence of the Contractor and/or its subcontractors. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather; but in every case, the delay must be beyond the control of, and without the fault or negligence of, the Contractor and/or its subcontractors. The Contractor shall notify the Commonwealth immediately in writing of its inability to perform because of a cause beyond the control of the Contractor.
- g. If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

V.52 CONTRACT-041.1 Small Diverse Business Participation (October 2015)

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BDISBO, which will make a recommendation to the Contracting Officer regarding a course of action.

Small Diverse Business subcontractors must perform at least **50%** of the subcontracted work.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

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 BDISBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

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 SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

V.53 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

- B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

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

V.54 CONTRACT-051.1 Notice (Dec 2006)

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

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.55 CONTRACT-052.1 Right to Know Law (Feb 2010)

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

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

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

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may

incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

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 Management Directive 230.10, Commonwealth Travel Policy, as may be amended, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

J. INSURANCE

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care personnel. Contractor shall provide insurance Policy Number and Provider'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.

AUDIT CLAUSE A – SUBRECIPIENT

Local Governments and Nonprofit Organizations

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The DPW provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 20, 2009.

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

A. Federal Audit Requirements – Local Governments and Nonprofit Organizations

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

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

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

B. Department of Public Welfare Audit Requirements

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

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

1. A full copy of the audit report is submitted as detailed below; **and**
2. The subrecipient shall ensure that the audit requirements are met for the terms of this contract; i.e., the prescribed Attestation Report and applicable schedule

requirement(s). The incremental cost for preparation of the Attestation Report and the schedule cannot be charged to the federal funding stream.

AUDIT CLAUSE A – SUBRECIPIENT

Local Governments and Nonprofit Organizations

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

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

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

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

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

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

AUDIT CLAUSE A – SUBRECIPIENT
Local Governments and Nonprofit Organizations

GENERAL AUDIT PROVISIONS

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

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

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

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

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

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

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

invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

AUDIT CLAUSE A – SUBRECIPIENT
Local Governments and Nonprofit Organizations

SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

A. Federally Required Audit Reports

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

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

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

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

AUDIT CLAUSE A – SUBRECIPIENT

Local Governments and Nonprofit Organizations

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

Steps for submission:

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

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

B. DPW Required Audit Reports and Additional Submission by Subrecipients

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

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

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

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

AUDIT CLAUSE A – SUBRECIPIENT
Local Governments and Nonprofit Organizations

PERIOD SUBJECT TO AUDIT

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

CORRECTIVE ACTION PLAN

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

REMEDIES FOR NONCOMPLIANCE

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

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

TECHNICAL ASSISTANCE

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

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

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

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

Independent Accountant's Report

[Introductory Paragraph]

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

[Scope Paragraph]

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

[Opinion Paragraph]

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

[DATE]

[SIGNATURE]

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 20, 2009.

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

A. Federal Audit Requirements – For-Profit Organizations

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

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

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

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

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

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.

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.

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

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

SUBRECIPIENT AUDIT CLAUSE B

For-Profit Organization

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

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

Steps for submission:

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

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

B. DPW Required Audit Reports and Additional Submission by Subrecipients

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

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

U.S. Postal Service: Department of Public Welfare
Bureau of Financial Operations
Division of Financial Policy and Operations
Audit Resolution Section
3rd Floor, Bertolino Building

SUBRECIPIENT AUDIT CLAUSE B
For-Profit Organization

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

PERIOD SUBJECT TO AUDIT

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

CORRECTIVE ACTION PLAN

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

REMEDIES FOR NONCOMPLIANCE

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

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

TECHNICAL ASSISTANCE

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

Department of Public Welfare
Bureau of Financial Operations
Division of Financial Policy and Operations
Audit Resolution Section
3rd Floor, Bertolino Building
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675

Phone: (717) 787-8890 FAX: (717) 772-2522

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]

AUDIT CLAUSE C – VENDOR
Service Organizations

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

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

Department of Public Welfare Audit Requirements

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

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

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

AUDIT CLAUSE C – VENDOR
Service Organizations

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

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

DPW Required Audit Report Submission

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

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

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

REMEDIES FOR NONCOMPLIANCE

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

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

AUDIT CLAUSE C – VENDOR
Service Organizations

TECHNICAL ASSISTANCE

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

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

AUDIT CLAUSE C – VENDOR
Service Organizations
ENCLOSURE I

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

Independent Accountant's Report

[Introductory Paragraph]

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

[Scope Paragraph]

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

[Opinion Paragraph]

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

[DATE]

[SIGNATURE]

AUDIT CLAUSE D – VENDOR

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

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

Department of Public Welfare Audit Requirement

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

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

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

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

AUDIT CLAUSE D – VENDOR

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

DPW Required Audit Report Submission

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

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

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

REMEDIES FOR NONCOMPLIANCE

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

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

TECHNICAL ASSISTANCE

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

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

**AUDIT CLAUSE D – VENDOR
ENCLOSURE I**

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

Independent Accountant's Report

[Introductory Paragraph]

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

[Scope Paragraph]

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

[Opinion Paragraph]

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

[DATE]

[SIGNATURE]

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE E – VENDOR Exceptions

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

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

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

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

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

APPENDIX C

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE ADDENDUM

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

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

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this Addendum and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

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

1. Definitions.

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

physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations and agency guidance. PHI also includes any and all information that can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity (or Covered Entity's contractors/business associates).

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

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

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Limits On Use And Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Addendum or as required by law and agency guidance.
- b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Addendum. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to DHS Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.

- d) Reports Of Security Incidents.** In addition to the breach notification requirements in section 13402 of the HITECH Act and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to DHS Chief Information Security Officer at (717) 772-6469, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance.
- (e) Subcontractors And Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Addendum.
- (f) Right Of Access To PHI.** Business Associate shall allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide the individual with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and the individual. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five (5) business days. Business associate shall further conform with all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.
- (g) Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If an individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.

- (h) Provide Accounting Of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures.
- (i) Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- (j) Access To Books And Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) Return Or Destruction Of PHI.** At termination or expiration of the contract, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate may not retain any copies of the PHI after termination or expiration of its contract. If return or destruction of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (l) Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the its contract and this Addendum and shall continue to maintain the information required under the various documentation requirements of its contract and this Addendum (such as those in §3(h)) for a period of six (6) years after termination or expiration of its contract, unless Covered Entity and Business Associate agree otherwise.
- (m) Mitigation Procedures.** Business Associate shall establish and provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Addendum or the Privacy Rules, as amended. Business Associate

shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum or applicable laws and agency guidance.

- (n) **Sanction Procedures.** Business Associate shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Addendum, applicable laws or agency guidance.
- (o) **Grounds For Breach.** Non-compliance by Business Associate with this Addendum or the Privacy or Security Rules, as amended, is a breach of the contract, for which the Commonwealth may elect to terminate Business Associate's contract.
- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that Business Associate has violated a material term of this Addendum.
- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Addendum, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Addendum and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § 164.520.

4. OBLIGATIONS OF COVERED ENTITY:

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change

- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Per Member Per Month

Phila. County MATP Data (Jan 2011 - Feb 2016)

		Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011	Jul-2011	Aug-2011	Sep-2011	Oct-2011	Nov-2011	Dec-2011	Jan-2012	Feb-2012	Mar-2012	Apr-2012
MATP Eligible Consumers	MATP Consumers	467,110	469,375	471,656	474,852	476,820	479,842	482,466	482,400	479,372	472,975	472,834	470,433	468,853	472,634	474,283	477,028
	% Growth From Prior Year	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.4%	0.7%	0.6%	0.5%
Unduplicated Consumers using MATP	Mass Transit	15,939	15,240	15,653	17,188	15,583	15,821	16,467	16,976	16,416	17,450	16,283	14,770	14,798	14,961	15,041	14,848
	Mileage Reimbursement	442	417	415	408	416	425	431	437	433	413	390	390	377	373	353	350
	Para Transit	6,944	7,053	7,500	7,235	8,668	8,670	7,035	7,417	7,302	7,244	7,010	6,927	6,850	6,768	6,895	6,783
	Total	23,325	22,710	23,568	24,831	24,667	24,916	23,933	24,830	24,151	25,107	23,683	22,087	22,025	22,102	22,289	21,981
Trips	Mass Transit Trips	336,405	316,663	363,567	349,829	348,763	354,095	348,652	375,110	354,269	361,762	338,384	313,862	303,484	287,139	307,229	289,525
	Mileage Reimbursement Trips	16,485	15,534	17,211	16,696	17,174	17,781	18,547	18,930	18,267	17,774	16,589	17,034	16,930	15,307	15,588	14,856
	Para Transit Trips	102,240	103,612	123,715	113,609	122,930	123,610	106,857	117,580	108,036	102,798	100,981	96,771	89,742	88,818	94,579	90,134
	Total	455,130	435,809	504,493	480,134	488,867	495,486	474,056	511,620	480,572	482,334	455,954	427,667	410,156	391,264	417,396	394,515
Average Trips Per Consumer	Mass Transit	21.1	20.8	23.2	20.4	22.4	22.4	21.2	22.1	21.6	20.7	20.8	21.2	20.5	19.2	20.4	19.5
	Mileage Reimbursement	37.3	37.3	41.5	40.9	41.3	41.8	43.0	43.3	42.2	43.0	42.5	43.7	44.9	41.0	44.2	42.4
	Para Transit	14.7	14.7	16.5	15.7	14.2	14.3	15.2	15.9	14.8	14.2	14.4	14.0	13.1	13.1	13.7	13.3
	Total	19.5	19.2	21.4	19.3	19.8	19.9	19.8	20.6	19.9	19.2	19.3	19.4	18.6	17.7	18.7	17.9

Notes

Unduplicated consumers using MATP and trip data based on information submitted by contractor.

MATP eligibles based on consumers eligible for the Medical Assistance Transportation Program

Per Member Per Month

May-2012	Jun-2012	Jul-2012	Aug-2012	Sep-2012	Oct-2012	Nov-2012	Dec-2012	Jan-2013	Feb-2013	Mar-2013	Apr-2013	May-2013	Jun-2013	Jul-2013	Aug-2013	Sep-2013	Oct-2013	Nov-2013	Dec-2013	Jan-2014	Feb-2014
478,275	479,916	479,972	479,166	476,428	470,782	468,110	471,029	467,510	468,474	469,060	469,058	469,284	470,776	471,641	472,816	472,714	473,208	474,466	472,480	471,342	470,085
0.3%	0.0%	-0.5%	-0.7%	-0.6%	-0.5%	-1.0%	0.1%	-0.3%	-0.9%	-1.1%	-1.7%	-1.9%	-1.9%	-1.7%	-1.3%	-0.8%	0.5%	1.4%	0.3%	0.8%	0.3%
14,983	14,843	14,266	15,120	14,760	15,502	13,028	13,559	13,615	14,418	14,105	13,968	13,927	13,281	13,692	14,607	14,714	15,822	15,287	14,899	15,298	14,718
347	319	304	297	282	282	273	270	253	247	238	244	233	222	215	214	209	199	187	187	184	171
6,940	7,046	6,780	6,853	6,630	6,810	6,011	6,152	6,730	6,791	6,908	7,196	7,063	7,071	7,225	7,312	7,220	7,423	7,136	7,024	7,333	7,020
22,270	22,208	21,350	22,270	21,672	22,594	19,312	19,981	20,598	21,456	21,251	21,408	21,223	20,574	21,132	22,133	22,143	23,444	22,610	22,110	22,815	21,909
304,123	278,123	276,910	280,083	258,507	273,691	268,436	252,604	254,206	243,857	264,235	260,113	267,141	249,243	265,414	276,181	270,117	291,010	276,663	288,465	291,769	256,960
14,924	13,659	13,454	12,980	11,945	12,147	11,239	11,792	11,019	9,360	9,954	9,724	10,046	9,259	9,291	9,267	8,708	8,704	8,000	8,089	7,824	6,790
97,079	90,033	93,746	96,280	78,206	88,304	67,443	80,214	88,181	82,816	89,093	93,442	94,251	86,483	100,316	99,316	88,623	99,332	89,376	96,844	95,886	83,922
416,126	381,815	384,110	389,343	348,658	374,142	347,118	344,610	353,406	336,033	363,282	363,279	371,438	344,985	375,021	384,764	367,448	399,046	374,039	393,398	395,479	347,672
20.3	18.7	19.4	18.5	17.5	17.7	20.6	18.6	18.7	16.9	18.7	18.6	19.2	18.8	19.4	18.9	18.4	18.4	18.1	19.4	19.1	17.5
43.0	42.8	44.3	43.7	42.4	43.1	41.2	43.7	43.6	37.9	41.8	39.9	43.1	41.7	43.2	43.3	41.7	43.7	42.8	43.3	42.5	39.7
14.0	12.8	13.8	14.0	11.8	13.0	11.2	13.0	13.1	12.2	12.9	13.0	13.3	12.2	13.9	13.6	12.3	13.4	12.5	13.8	13.1	12.0
18.7	17.2	18.0	17.5	16.1	16.6	18.0	17.2	17.2	15.7	17.1	17.0	17.5	16.8	17.7	17.4	16.6	17.0	16.5	17.8	17.3	15.9

Per Member Per Month

Mar-2014	Apr-2014	May-2014	Jun-2014	Jul-2014	Aug-2014	Sep-2014	Oct-2014	Nov-2014	Dec-2014	Jan-2015	Feb-2015	Mar-2015	Apr-2015	May-2015	Jun-2015	Jul-2015	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015
470,180	469,212	471,860	474,158	476,243	478,467	479,702	480,146	480,313	479,500	468,807	472,088	475,163	478,298	511,442	523,440	534,104	562,109	566,568	571,026	575,582	577,925
0.2%	0.0%	0.5%	0.7%	1.0%	1.2%	1.5%	1.5%	1.2%	1.5%	-0.5%	0.4%	1.1%	1.9%	8.4%	10.4%	12.1%	17.5%	18.1%	18.9%	19.8%	20.5%
14,729	15,546	15,380	15,551	15,863	15,839	16,686	17,158	16,240	15,974	15,390	15,000	15,047	16,026	15,403	14,892	15,312	15,219	15,213	15,398	15,363	15,167
168	166	163	153	149	149	152	156	152	145	141	136	139	138	137	132	129	126	122	118	114	110
7,491	7,671	7,563	7,738	7,709	7,689	7,738	7,982	7,791	7,785	7,825	7,845	8,750	8,923	8,757	8,895	8,374	7,893	7,461	7,947	8,198	8,258
22,388	23,383	23,106	23,442	23,721	23,677	24,576	25,296	24,183	23,904	23,356	22,981	23,936	25,087	24,297	23,919	23,815	23,238	22,796	23,463	23,675	23,535
277,156	283,990	286,889	278,071	299,372	286,475	290,514	301,200	279,951	294,406	289,713	261,478	294,220	297,304	292,134	285,609	296,230	285,176	283,667	292,574	279,151	292,976
7,140	6,984	6,684	6,325	6,510	6,439	6,421	6,658	6,278	6,455	6,311	5,589	6,139	5,974	6,224	5,841	5,848	5,847	5,525	5,222	5,192	5,262
94,141	101,430	101,958	99,999	115,758	108,429	103,474	110,764	98,119	111,159	106,722	103,188	119,279	120,583	112,432	118,601	123,716	111,258	102,028	110,251	109,417	119,500
378,437	392,404	395,531	384,395	421,640	401,343	400,409	418,622	384,348	412,020	402,746	370,255	419,638	423,861	410,790	410,051	425,794	402,281	391,220	408,047	393,760	417,738
18.8	18.3	18.7	17.9	18.9	18.1	17.4	17.6	17.2	18.4	18.8	17.4	19.6	18.6	19.0	19.2	19.3	18.7	18.6	19.0	18.2	19.3
42.5	42.1	41.0	41.3	43.7	43.2	42.2	42.7	41.3	44.5	44.8	41.1	44.2	43.3	45.4	44.3	45.3	46.4	45.3	44.3	45.5	47.8
12.6	13.2	13.5	12.9	15.0	14.1	13.4	13.9	12.6	14.3	13.6	13.2	13.6	13.5	12.8	13.3	14.8	14.1	13.7	13.9	13.3	14.5
16.9	16.8	17.1	16.4	17.8	17.0	16.3	16.5	15.9	17.2	17.2	16.1	17.5	16.9	16.9	17.1	17.9	17.3	17.2	17.4	16.6	17.7

Per Member Per Month

Jan-2016	Feb-2016
582,175	583,025
24.2%	21.6%

14,809	14,924
111	109
8,160	8,547
23,080	23,580

282,158	272,528
5,180	4,785
108,837	114,042
396,175	391,355

19.1	18.3
46.7	43.9
13.3	13.3
17.2	16.6

Phila. County MATP Eligibles by Gender (Feb 2016)

<u>Gender</u>	<u>Count of Eligibles</u>
F	324,399
M	258,626
Total	583,025

Phila. County MATP Eligibles by Age (Feb 2016)

<u>Current Age</u>	<u>Count of Eligibles</u>
0	15,137
1	14,719
2	14,144
3	14,578
4	14,534
5	14,390
6	14,025
7	13,708
8	13,601
9	12,924
10	12,315
11	11,707
12	11,577
13	10,914
14	10,555
15	10,635
16	10,277
17	10,225
18	9,712
19	10,128
20	9,613
21	9,031
22	8,570
23	8,308
24	8,600
25	8,359
26	9,081
27	8,898
28	8,659
29	8,143
30	7,759
31	7,055
32	6,897
33	7,031
34	6,884
35	6,482
36	6,429
37	6,197
38	5,946
39	5,639
40	5,218
41	5,068
42	5,040
43	5,127
44	5,291
45	5,669
46	5,416
47	5,471
48	5,577
49	5,684
50	5,726
51	6,147
52	5,998
53	6,082

<u>Current Age</u>	<u>Count of Eligibles</u>
54	6,087
55	6,188
56	6,004
57	5,882
58	5,844
59	5,641
60	5,341
61	4,889
62	4,578
63	4,317
64	3,995
65	3,553
66	3,076
67	2,978
68	2,851
69	2,600
70	2,230
71	2,096
72	2,096
73	1,989
74	1,787
75	1,696
76	1,614
77	1,495
78	1,547
79	1,336
80	1,286
81	1,148
82	1,004
83	989
84	916
85	801
86	680
87	657
88	555
89	456
90	412
91	366
92	291
93	240
94	166
95	142
96	102
97	67
98	36
99	24
100	22
101	27
102	10
103	5
104	3
105	7
107	1
108	1
111	1
Total	583,025

Phila. County MATP Eligibles by Language Code (Feb 2016)

<u>Language Code</u>	<u>Language Description</u>	<u>Count of MATP Eligibles</u>
		1
01	English	538,828
02	Spanish	29,624
03	Vietnamese	2,838
04	Cambodian	1,541
05	Russian	2,386
06	Laotian/Lao	83
07	Polish	90
08	French	165
10	Albanian	158
11	Amharic	25
12	Arabic	520
13	Armenian	3
14	Bengali	119
15	Bosnian (Serbo Croat)	5
16	Chinese; Cantonese	1,628
18	Creole (Haiti Fr)	187
19	Croatian	5
20	Czech	18
22	German	1
23	Greek	8
24	Gujarati (India)	45
26	Hindi (India)	36
27	Hmong	4
29	Ibo	3
30	Indonesian	85
31	Italian	12
32	Japanese	11
33	Korean	207
36	Malay	1
37	Malayalam (India)	118
38	Pashto/Pushtu	31
39	Portuguese	200
40	Punjabi/Panjabi	2
41	Romanian	9
47	Swahili	23
48	Tagalog (Philippines)	33
50	Thai	12
51	Turkish	5
52	Urdu	46
53	Ukrainian	77
54	Yoruba	1
57	Burmese	184
60	Uzbek	40
61	Khmer	144
99	Other	1,128
		583,025

Phila. County MATP Eligibles by District (Feb 2016)		
District Code	District Description	Count of MATP Eligibles
		1
0	Philadelphia CAO	153
2	South	60,846
3	Somerset	70,085
4	Ridge/Tioga	42,149
5	Liberty	43,669
6	Delancey	30,750
7	West	38,407
9	Chelten	50,135
D	Elmwood	32,403
F	Glendale	58,022
G	Boulevard	62,555
H	Central MA Unit	2,825
L	LIHEAP	22
M	LTIS (Nursing Home)	27,471
P	Unity	52,464
Y	PDHS Youth	11,068
		583,025

Phila. County MATP Eligibles Eligibility Group (Feb 2016)

<u>Eligibility Group</u>	<u>Count of MATP Eligibles</u>
State Only	910
State Only 65+	726
Federal/State MATP (STD <65) TANF	266,777
Federal/State MATP (STD 65+) TANF	6
Federal/State MATP (STD <65) SSI	128,242
Federal/State MATP (STD 65+) SSI	42,750
Federal/State(MG92 19-20)	7,835
Federal/State(MG92 21+)	5,373
Federal/State(MG92 65+)	3
Federal/State(BCC)	225
Federal/State(BCC 65+)	1
Federal/State(MG19 6-18)	12,657
Federal/State(MG91/38/39 19-20)	3,696
Federal/State(MG91/38/39 21-64)	113,604
Federal/State(MG91/38/39 65+)	169
Federal(refugees)	49
Federal(Refugees 65+)	2
	583,025

2016 MATP Philadelphia County Data

Completed Trips Summary Report		JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Recipient no-shows		4,740	3,887	4,130	3,413	3,677	4,842							24,689	
Provider no-shows		343	318	272	179	233	213							1,558	
Cancelled trips		50,341	31,461	35,338	32,248	40,605	34,081							224,074	
Urgent Trips		4,974	5,206	4,903	4,960	4,981	5,289							30,313	
Completed Trips by Mode		JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Paratransit															
Ambulatory		71,874	83,295	89,609	86,419	83,098	86,254							500,549	
Wheelchair		7,252	8,029	8,799	8,478	7,678	8,064							48,300	
Average # of Trips Completed Per Working Day		JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Total															
Paratransit		3,556	4151	4686	4265	4080	4101								
Number of working days in month		22.25	22.00	21.00	22.25	22.25	23.00							132.75	
Unique Riders Summary (in month)		JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total (YTD)
Unduplicated riders															
Paratransit															
Ambulatory		6,321	6,693	6,793	6,734	6,576	6,823							39,940	8.0%
Wheelchair		684	773	751	760	727	748							4,443	9.2%

2016 MATP Philadelphia County Data

Mode of Transportation by Medical Reason:		JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total	
Dialysis		33,656	33,953	36,370	35,251	34,021	34,475							207,726		
	Para-Transit	25,014	25,242	27,154	26,399	25,401	25,663							154,873	74.6%	
	Ambulatory	20,764	20,923	22,522	21,934	21,207	21,366							128,716	62.0%	
	Wheelchair	4,250	4,319	4,632	4,465	4,194	4,297							26,157	12.6%	
	Mass Transit	8,282	8,325	8,796	8,434	8,206	8,448							50,491	24.3%	
	Mileage Reimbursement	360	386	420	418	414	364							2,362	1.1%	
Drug Rehabilitation		192,249	189,976	207,499	200,351	192,382	199,470							1,181,927		
	Para-Transit	2,522	2,720	2,844	2,600	2,378	2,567							15,631	1.3%	
	Ambulatory	1,992	2,176	2,182	1,884	1,783	1,947							11,964	1.0%	
	Wheelchair	530	544	662	716	595	620							3,667	0.3%	
	Mass Transit	185,235	182,945	200,231	193,741	186,110	192,841							1,141,103	96.5%	
	Mileage Reimbursement	4,492	4,311	4,424	4,010	3,894	4,062							25,193	2.1%	
Mental/Behavioral Health Program (Adult & Child))		75,929	85,675	97,167	90,924	88,869	91,427							529,991		
	Para-Transit	30,236	36,899	40,415	39,866	38,622	39,574							225,612	42.6%	
	Ambulatory	29,923	36,494	39,952	39,433	38,218	39,173							223,193	42.1%	
	Wheelchair	313	405	463	433	404	401							2,419	0.5%	
	Mass Transit	45,691	48,772	56,750	51,058	50,237	51,819							304,327	57.4%	
	Mileage Reimbursement	2	4	2	0	10	34							52	0.0%	
Physical Therapy		2,739	3,426	4,069	3,801	3,578	3,849							21,462		
	Para-Transit	1,254	1,491	1,786	1,745	1,483	1,727							9,486	44.2%	
	Ambulatory	1,137	1,328	1,604	1,560	1,368	1,575							8,572	39.9%	
	Wheelchair	117	163	182	185	115	152							914	4.3%	
	Mass Transit	1,479	1,935	2,283	2,056	2,095	2,122							11,970	55.8%	
	Mileage Reimbursement	6	0	0	0	0	0							6	0.0%	
Primary Care Physician		4,456	4,943	5,094	4,491	4,469	5,097							28,550		
	Para-Transit	2,637	3,048	3,079	2,681	2,704	3,107							17,256	60.4%	
	Ambulatory	2,464	2,840	2,859	2,481	2,536	2,879							16,059	56.2%	
	Wheelchair	173	208	220	200	168	228							1,197	4.2%	
	Mass Transit	1,813	1,889	2,011	1,800	1,761	1,984							11,258	39.4%	
	Mileage Reimbursement	6	6	4	10	4	6							36	0.1%	
Specialist		13,047	15,197	16,011	14,973	13,771	14,893							87,892		
	Para-Transit	6,106	7,719	8,209	7,290	6,878	7,329							43,531	49.5%	
	Ambulatory	5,405	6,857	7,294	6,553	6,090	6,546							38,745	44.1%	
	Wheelchair	701	862	915	737	788	783							4,786	5.4%	
	Mass Transit	6,931	7,462	7,791	7,671	6,887	7,554							44,296	50.4%	
	Mileage Reimbursement	10	16	11	12	6	10							65	0.1%	
Other		23,363	26,466	28,244	26,921	24,769	27,124							156,887		
	Para-Transit	11,357	14,205	14,921	14,316	13,310	14,351							82,460	52.6%	
	Ambulatory	10,189	12,677	13,196	12,574	11,896	12,768							73,300	46.7%	
	Wheelchair	1,168	1,528	1,725	1,742	1,414	1,583							9,160	5.8%	
	Mass Transit	11,967	12,214	13,287	12,564	11,420	12,733							74,185	47.3%	
	Mileage Reimbursement	39	47	36	41	39	40							242	0.2%	
Customer Service Center Performance Summary Report		Performance Standard	JAN. 16	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total
	# calls received		65,218	59,994	59,258	54,185	54,993	57,656							351,304	
	# calls answered		60,833	57,680	58,239	53,442	54,387	56,481							341,062	
	% of abandoned Calls	<5%	6.7%	3.9%	1.9%	1.4%	1.2%	2.0%								2.9%
	Average speed to answer (seconds)	<60 sec.	114.9	53.0	38.4	29.8	25.0	35.9								49.5
	Average hold time (seconds) (duration of call)		161.5	165.6	158.5	156.5	165.4	128.0								155.9
	Average talk time (seconds)		252.1	249.8	238.9	236.08	245.4	53.3								212.6

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2015 MATP Philadelphia County Data

Completed Trips Summary Report		Performance Standard	JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Recipient no-shows			4,822	4,344	4,817	4,941	4,716	5,427	5,693	4,966	4,349	5,045	4,353	5,013	58,486	
Provider no-shows			226	269	362	365	315	260	298	364	327	363	296	274	3,719	
Cancelled trips			47,306	33,802	36,374	33,891	40,769	36,529	53,089	33,557	67,448	34,221	42,197	46,479	505,662	
Urgent Trips			3,630	4,411	6,187	5,760	3,939	3,531	4,721	4,205	3,438	4,331	3,743	3,903	51,799	
Completed Trips by Mode			JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Paratransit																
Ambulatory			75,606	76,597	83,004	89,169	84,528	88,312	92,193	85,528	73,288	84,094	78,330	83,095	993,744	
Wheelchair			6,390	6,481	7,050	7,774	7,419	7,691	7,933	7,739	7,551	7,838	7,540	7,975	89,381	
Average # of Trips Completed Per Working Day			JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Total																
Paratransit			3,685	3956	3915	4215	4277	4174	4401	4239	3633	3954	4041	3917	6068	
Number of working days in month			22.25	21.00	23.00	23.00	21.50	23.00	22.75	22.00	22.25	23.25	21.25	23.25	178.50	
Unique Riders Summary (in month)			JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total (YTD)
Unduplicated riders																
Paratransit																
Ambulatory			6,581	6,579	6,842	6,989	6,823	6,982	6,738	6,537	6,259	6,671	6,476	6,493	79,970	8.0%
Wheelchair			724	732	789	818	779	779	764	765	755	763	724	723	9,115	10.2%

2015 MATP Philadelphia County Data

Mode of Transportation by Medical Reason:		JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total
Dialysis		31,354	30,634	33,270	34,180	34,614	34,943	36,079	34,356	34,708	34,526	33,466	35,332	407,462	
	Para-Transit	22,546	22,359	24,526	25,276	25,658	25,706	26,548	25,158	25,506	25,343	24,530	26,404	299,560	73.5%
	Ambulatory	19,856	19,450	21,222	21,621	21,909	21,825	22,428	21,116	21,429	21,235	20,596	22,065	254,752	62.5%
	Wheelchair	2,690	2,909	3,304	3,655	3,749	3,881	4,120	4,042	4,077	4,108	3,934	4,339	44,808	11.0%
	Mass Transit	8,092	7,603	8,036	8,182	8,254	8,602	8,870	8,594	8,688	8,724	8,462	8,514	100,621	24.7%
	Mileage Reimbursement	716	672	708	722	702	635	661	604	514	459	474	414	7,281	1.8%
Drug Rehabilitation		195,265	177,276	206,970	203,137	201,252	198,592	194,175	202,801	173,715	198,090	189,171	199,098	2,339,542	
	Para-Transit	2,481	2,341	2,328	2,523	2,348	2,440	2,522	2,607	2,271	2,743	2,673	3,065	30,342	1.3%
	Ambulatory	1,922	1,841	1,844	2,036	1,908	2,010	2,050	2,133	1,804	2,187	2,139	2,428	24,302	1.0%
	Wheelchair	559	500	484	487	440	430	472	474	467	556	534	637	6,040	0.3%
	Mass Transit	187,560	170,171	199,412	195,646	193,728	191,138	187,005	195,105	167,292	190,965	182,109	191,478	2,251,609	96.2%
	Mileage Reimbursement	5,224	4,764	5,230	4,968	5,176	5,014	4,648	5,089	4,152	4,382	4,389	4,555	57,591	2.5%
Mental/Behavioral Health Program (Adult & Child)		83,897	83,113	93,225	98,861	86,611	92,066	92,322	88,781	72,821	80,989	79,818	87,985	1,040,489	
	Para-Transit	32,497	33,507	36,311	40,873	38,255	40,613	44,596	39,885	29,694	36,400	33,904	36,400	442,935	42.6%
	Ambulatory	32,067	33,069	35,873	40,395	37,820	40,145	44,145	39,491	29,348	36,014	33,573	36,044	437,984	42.1%
	Wheelchair	430	438	438	478	435	468	451	394	346	386	331	356	4,951	0.5%
	Mass Transit	51,366	49,576	56,890	57,938	48,322	51,429	47,704	48,886	43,127	44,589	45,910	51,583	597,320	57.4%
	Mileage Reimbursement	34	30	24	50	34	24	22	10	0	0	4	2	234	0.0%
Physical Therapy		2,687	2,664	2,980	3,489	3,483	3,449	3,294	3,276	2,947	3,681	3,327	3,349	38,626	
	Para-Transit	1,161	1,216	1,474	1,616	1,603	1,685	1,501	1,500	1,423	1,751	1,543	1,565	18,038	46.7%
	Ambulatory	1,000	1,093	1,346	1,434	1,430	1,467	1,325	1,303	1,280	1,583	1,365	1,447	16,073	41.6%
	Wheelchair	161	123	128	182	173	218	176	197	143	168	178	118	1,965	5.1%
	Mass Transit	1,526	1,448	1,504	1,873	1,872	1,756	1,792	1,776	1,524	1,928	1,772	1,782	20,553	53.2%
	Mileage Reimbursement	0	0	2	0	8	8	1	0	0	2	12	2	35	0.1%
Primary Care Physician		4,865	4,445	4,890	5,046	4,490	4,740	4,468	4,737	4,741	5,291	5,047	5,063	57,823	
	Para-Transit	2,820	2,647	2,875	3,037	2,726	2,872	2,700	2,810	2,717	3,206	3,099	3,063	34,572	59.8%
	Ambulatory	2,592	2,431	2,646	2,767	2,518	2,653	2,479	2,581	2,520	3,000	2,917	2,861	31,965	55.3%
	Wheelchair	228	216	229	270	208	219	221	229	197	206	182	202	2,607	4.5%
	Mass Transit	2,041	1,794	2,007	2,001	1,758	1,862	1,766	1,921	2,012	2,077	1,940	1,998	23,177	40.1%
	Mileage Reimbursement	4	4	8	8	6	6	2	6	12	8	8	2	74	0.1%
Specialist		13,962	13,321	14,123	15,254	13,954	14,864	14,237	14,287	13,786	15,704	13,769	13,722	170,983	
	Para-Transit	6,750	6,694	7,183	7,975	7,258	7,718	7,123	6,960	6,578	7,821	6,858	6,861	85,779	50.2%
	Ambulatory	5,997	5,987	6,437	7,056	6,439	6,881	6,317	6,144	5,785	7,064	6,073	6,063	76,243	44.6%
	Wheelchair	753	707	746	919	819	837	806	816	793	757	785	798	9,536	5.6%
	Mass Transit	7,197	6,617	6,906	7,259	6,672	7,081	7,102	7,273	7,163	7,851	6,880	6,843	84,844	49.6%
	Mileage Reimbursement	15	10	34	20	24	65	12	54	45	32	31	18	360	0.2%
Other		26,908	26,721	28,678	29,697	26,599	28,592	28,197	28,007	25,163	29,313	25,992	26,192	330,059	
	Para-Transit	13,741	14,314	15,357	15,643	14,099	14,969	15,136	14,347	12,650	14,668	13,263	13,712	171,899	52.1%
	Ambulatory	12,172	12,726	13,636	13,860	12,504	13,331	13,449	12,760	11,122	13,011	11,667	12,187	152,425	46.2%
	Wheelchair	1,569	1,588	1,721	1,783	1,595	1,638	1,687	1,587	1,528	1,657	1,596	1,525	19,474	5.9%
	Mass Transit	13,128	12,383	13,293	14,036	12,445	13,614	13,032	13,644	12,462	14,601	12,691	12,436	157,765	47.8%
	Mileage Reimbursement	39	24	28	18	55	9	29	16	51	44	38	44	395	0.1%
Customer Service Center Performance Summary Report		JAN. 15	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total
# calls received		66,051	61,935	68,757	63,644	58,876	61,675	59,650	59,608	61,008	64,970	57,673	57,601	741,448	
# calls answered		61,135	57,409	65,224	62,154	56,660	58,967	57,075	57,034	56,681	59,810	52,252	53,710	698,111	
% of abandoned Calls	<5%	7.4%	7.3%	5.1%	2.3%	3.8%	4.4%	4.3%	4.3%	7.0%	7.5%	9.4%	6.8%		5.8%
Average speed to answer (seconds)	<60 sec.	111.2	82.0	85.9	46.1	62.5	73.0	51.0	66.5	67.9	75.4	75.9	69.2		72.2
Average hold time (seconds) (duration of call)		155.3	166.3	161.3	157.7	155.9	151.7	158.2	161.6	160.7	164.2	159.8	157.5		159.2
Average talk time (seconds)		252.9	245.1	242.7	243.9	238.6	291.9	260.4	272.4	248.9	257.4	247.0	236.9		253.2

2015 MATP Philadelphia County Data

2014 MATP Philadelphia County Data

Completed Trips Summary Report		Performance Standard	JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Recipient no-shows			3,276	2,861	3,095	3,347	3,195	2,881	4,250	4,541	3,989	4,530	5,139	5,977	47,081	
Provider no-shows			193	192	183	121	121	140	162	119	156	274	190	209	2,060	
Cancelled trips			50,984	35,300	33,353	32,859	44,765	34,894	51,134	35,622	45,089	36,468	42,357	48,733	491,558	
Urgent Trips			4,487	3,770	4,878	3,371	3,774	4,716	3,861	3,518	4,147	4,030	4,658	3,815	49,025	
Completed Trips by Mode			JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Paratransit																
Ambulatory			69,431	60,924	73,203	79,786	78,654	77,266	86,952	84,285	77,068	81,236	72,621	80,624	922,050	
Wheelchair			5,624	4,918	5,729	6,476	6,359	6,015	6,280	6,163	6,253	6,435	5,784	6,615	72,651	
Average # of Trips Completed Per Working Day			JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	
Total																
Paratransit			3,263	3135	3548	3751	3778	3786	4054	4065	3662	3653	3920	3793	5557	
Number of working days in month			23.00	21.00	22.25	23.00	22.50	22.00	23.00	22.25	22.75	24.00	20.00	23.00	179.00	
Unique Riders Summary (in month)			JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total (YTD)
Unduplicated riders																
Paratransit																
Ambulatory			6,111	5,781	6,312	6,455	6,483	6,637	6,482	6,484	6,526	6,661	6,550	6,574	77,056	8.4%
Wheelchair			681	643	727	782	724	726	713	685	709	737	729	740	8,596	11.8%

2014 MATP Philadelphia County Data

Mode of Transportation by Medical Reason:		JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total
Dialysis		28,597	26,340	27,850	28,980	30,038	28,748	31,198	30,601	30,714	30,867	29,395	32,795	356,123	
	Para-Transit	20,746	19,033	20,054	20,631	21,460	20,455	22,096	21,559	21,676	21,711	20,803	23,841	254,065	71.3%
	Ambulatory	18,661	17,109	18,020	18,504	19,342	18,365	19,834	19,225	19,354	19,439	18,588	21,199	227,640	63.9%
	Wheelchair	2,085	1,924	2,034	2,127	2,118	2,090	2,262	2,334	2,322	2,272	2,215	2,642	26,425	7.4%
	Mass Transit	7,004	6,536	7,018	7,489	7,706	7,501	8,274	8,260	8,248	8,330	7,838	8,186	92,390	25.9%
	Mileage Reimbursement	847	771	778	860	872	792	828	782	790	826	754	768	9,668	2.7%
Drug Rehabilitation		197,696	180,023	196,855	197,321	190,158	191,223	197,313	196,435	187,504	192,167	184,868	191,874	2,303,437	
	Para-Transit	1,772	1,380	1,808	1,915	2,030	2,055	2,240	2,279	2,151	2,371	2,237	2,399	24,637	1.1%
	Ambulatory	1,503	1,175	1,493	1,566	1,674	1,718	1,886	1,875	1,748	1,903	1,779	1,893	20,213	0.9%
	Wheelchair	269	205	315	349	356	337	354	404	403	468	458	506	4,424	0.2%
	Mass Transit	189,624	172,867	189,061	189,644	182,838	183,800	189,775	188,700	180,102	184,386	177,507	184,229	2,212,533	96.1%
	Mileage Reimbursement	6,300	5,776	5,986	5,762	5,290	5,368	5,298	5,456	5,251	5,410	5,124	5,246	66,267	2.9%
Mental/Behavioral Health Program (Adult & Child)		71,987	64,898	74,006	81,849	81,491	80,622	90,648	88,836	84,627	89,763	79,744	90,743	979,214	
	Para-Transit	27,635	24,139	30,747	34,719	33,956	33,726	40,468	40,116	31,186	34,712	30,714	34,403	396,521	40.5%
	Ambulatory	27,295	23,866	30,462	34,330	33,570	33,359	40,011	39,689	30,750	34,257	30,326	33,954	391,869	40.0%
	Wheelchair	340	273	285	389	386	367	457	427	436	455	388	449	4,652	0.5%
	Mass Transit	44,279	40,715	43,217	47,054	47,474	46,864	50,152	48,702	53,413	55,027	48,990	56,290	582,177	59.5%
	Mileage Reimbursement	73	44	42	76	61	32	28	18	28	24	40	50	516	0.1%
Physical Therapy		2,474	2,162	2,659	3,242	3,268	3,173	3,168	3,111	3,495	3,707	2,883	2,878	36,220	
	Para-Transit	1,118	906	1,245	1,569	1,726	1,747	1,599	1,484	1,688	1,756	1,307	1,342	17,487	48.3%
	Ambulatory	1,001	794	1,115	1,373	1,527	1,539	1,391	1,273	1,496	1,530	1,178	1,190	15,407	42.5%
	Wheelchair	117	112	130	196	199	208	208	211	192	226	129	152	2,080	5.7%
	Mass Transit	1,350	1,248	1,414	1,669	1,540	1,426	1,567	1,627	1,801	1,943	1,570	1,536	18,691	51.6%
	Mileage Reimbursement	6	8	0	4	2	0	2	0	6	8	6	0	42	0.1%
Primary Care Physician		4,896	4,692	5,201	5,662	5,116	5,279	5,130	4,832	5,543	5,768	4,665	4,670	61,454	
	Para-Transit	2,773	2,715	3,475	3,564	3,147	3,130	3,104	2,834	3,289	3,453	2,777	2,807	37,068	60.3%
	Ambulatory	2,532	2,503	3,213	3,309	2,898	2,912	2,872	2,613	3,105	3,223	2,578	2,569	34,327	55.9%
	Wheelchair	241	212	262	255	249	218	232	221	184	230	199	238	2,741	4.5%
	Mass Transit	2,115	1,973	1,722	2,084	1,955	2,141	2,020	1,994	2,246	2,307	1,876	1,860	24,293	39.5%
	Mileage Reimbursement	8	4	4	14	14	8	6	4	8	8	12	3	93	0.2%
Specialist		14,334	12,923	14,286	15,888	14,950	15,065	15,594	14,551	15,446	16,529	13,706	14,216	177,488	
	Para-Transit	6,807	5,892	7,084	8,084	7,645	7,635	7,931	7,305	7,920	8,199	6,921	7,537	88,960	50.1%
	Ambulatory	5,990	5,245	6,282	7,151	6,770	6,790	7,087	6,522	7,137	7,293	6,197	6,737	79,201	44.6%
	Wheelchair	817	647	802	933	875	845	844	783	783	906	724	800	9,759	5.5%
	Mass Transit	7,457	7,003	7,185	7,794	7,274	7,391	7,595	7,236	7,496	8,297	6,753	6,646	88,127	49.7%
	Mileage Reimbursement	70	28	17	10	31	39	68	10	30	33	32	33	401	0.2%
Other		28,204	24,419	27,505	29,711	28,355	27,826	29,712	29,264	30,491	30,913	26,400	28,077	340,877	
	Para-Transit	14,204	11,777	14,519	15,780	15,049	14,533	15,794	14,871	15,411	15,469	13,646	14,910	175,963	51.6%
	Ambulatory	12,449	10,232	12,618	13,553	12,873	12,583	13,871	13,088	13,478	13,591	11,975	13,082	153,393	45.0%
	Wheelchair	1,755	1,545	1,901	2,227	2,176	1,950	1,923	1,783	1,933	1,878	1,671	1,828	22,570	6.6%
	Mass Transit	13,946	12,594	12,928	13,901	13,265	13,253	13,893	14,342	15,045	15,385	12,693	13,126	164,371	48.2%
	Mileage Reimbursement	54	48	58	30	41	40	25	51	35	59	61	41	543	0.2%
Customer Service Center Performance Summary Report	Performance Standard	JAN. 14	FEB.	MAR.	APR.	MAY	JUN.	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	Total	Percent of Total
# calls received		66,597	58,379	60,720	57,673	58,144	59,801	64,182	59,158	66,675	72,160	63,961	66,051	753,501	
# calls answered		62,550	54,841	56,788	56,046	57,397	57,748	61,821	56,298	61,664	64,431	60,310	61,135	711,029	
% of abandoned Calls	<5%	6.1%	5.9%	6.3%	2.8%	1.3%	3.4%	3.7%	4.6%	7.5%	10.0%	5.7%	7.4%		5.4%
Average speed to answer (seconds)	<60 sec.	50.4	52.1	50.0	33.3	21.9	33.3	34.5	58.5	91.9	71.4	69.3	111.2		56.5
Average hold time (seconds) (duration of call)		78.6	97.1	81.0	80.8	92.4	94.4	97.0	92.5	90.3	96.8	88.7	155.3		95.4

2014 MATP Philadelphia County Data

Average talk time (seconds)		208.3	207.3	210.1	216.5	208.1	220.5	209.8	211.6	210.6	228.8	112.6	252.9		208.1

APPENDIX K

Per Member Per Month

Phila. County MATP Data (Jan 2011 - Feb 2016)

		Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011	Jul-2011	Aug-2011	Sep-2011	Oct-2011	Nov-2011	Dec-2011	Jan-2012	Feb-2012	Mar-2012	Apr-2012
MATP Eligible Consumers	MATP Consumers	467,110	469,375	471,656	474,852	476,820	479,842	482,466	482,400	479,372	472,975	472,834	470,433	468,853	472,634	474,283	477,028
	% Growth From Prior Year	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.4%	0.7%	0.6%	0.5%
Unduplicated Consumers using MATP	Mass Transit	15,939	15,240	15,653	17,188	15,583	15,821	16,467	16,976	16,416	17,450	16,283	14,770	14,798	14,961	15,041	14,848
	Mileage Reimbursement	442	417	415	408	416	425	431	437	433	413	390	390	377	373	353	350
	Para Transit	6,944	7,053	7,500	7,235	8,668	8,670	7,035	7,417	7,302	7,244	7,010	6,927	6,850	6,768	6,895	6,783
	Total	23,325	22,710	23,568	24,831	24,667	24,916	23,933	24,830	24,151	25,107	23,683	22,087	22,025	22,102	22,289	21,981
Trips	Mass Transit Trips	336,405	316,663	363,567	349,829	348,763	354,095	348,652	375,110	354,269	361,762	338,384	313,862	303,484	287,139	307,229	289,525
	Mileage Reimbursement Trips	16,485	15,534	17,211	16,696	17,174	17,781	18,547	18,930	18,267	17,774	16,589	17,034	16,930	15,307	15,588	14,856
	Para Transit Trips	102,240	103,612	123,715	113,609	122,930	123,610	106,857	117,580	108,036	102,798	100,981	96,771	89,742	88,818	94,579	90,134
	Total	455,130	435,809	504,493	480,134	488,867	495,486	474,056	511,620	480,572	482,334	455,954	427,667	410,156	391,264	417,396	394,515
Average Trips Per Consumer	Mass Transit	21.1	20.8	23.2	20.4	22.4	22.4	21.2	22.1	21.6	20.7	20.8	21.2	20.5	19.2	20.4	19.5
	Mileage Reimbursement	37.3	37.3	41.5	40.9	41.3	41.8	43.0	43.3	42.2	43.0	42.5	43.7	44.9	41.0	44.2	42.4
	Para Transit	14.7	14.7	16.5	15.7	14.2	14.3	15.2	15.9	14.8	14.2	14.4	14.0	13.1	13.1	13.7	13.3
	Total	19.5	19.2	21.4	19.3	19.8	19.9	19.8	20.6	19.9	19.2	19.3	19.4	18.6	17.7	18.7	17.9

Notes

Unduplicated consumers using MATP and trip data based on information submitted by contractor.

MATP eligibles based on consumers eligible for the Medical Assistance Transportation Program

Per Member Per Month

May-2012	Jun-2012	Jul-2012	Aug-2012	Sep-2012	Oct-2012	Nov-2012	Dec-2012	Jan-2013	Feb-2013	Mar-2013	Apr-2013	May-2013	Jun-2013	Jul-2013	Aug-2013	Sep-2013	Oct-2013	Nov-2013	Dec-2013	Jan-2014	Feb-2014
478,275	479,916	479,972	479,166	476,428	470,782	468,110	471,029	467,510	468,474	469,060	469,058	469,284	470,776	471,641	472,816	472,714	473,208	474,466	472,480	471,342	470,085
0.3%	0.0%	-0.5%	-0.7%	-0.6%	-0.5%	-1.0%	0.1%	-0.3%	-0.9%	-1.1%	-1.7%	-1.9%	-1.9%	-1.7%	-1.3%	-0.8%	0.5%	1.4%	0.3%	0.8%	0.3%
14,983	14,843	14,266	15,120	14,760	15,502	13,028	13,559	13,615	14,418	14,105	13,968	13,927	13,281	13,692	14,607	14,714	15,822	15,287	14,899	15,298	14,718
347	319	304	297	282	282	273	270	253	247	238	244	233	222	215	214	209	199	187	187	184	171
6,940	7,046	6,780	6,853	6,630	6,810	6,011	6,152	6,730	6,791	6,908	7,196	7,063	7,071	7,225	7,312	7,220	7,423	7,136	7,024	7,333	7,020
22,270	22,208	21,350	22,270	21,672	22,594	19,312	19,981	20,598	21,456	21,251	21,408	21,223	20,574	21,132	22,133	22,143	23,444	22,610	22,110	22,815	21,909
304,123	278,123	276,910	280,083	258,507	273,691	268,436	252,604	254,206	243,857	264,235	260,113	267,141	249,243	265,414	276,181	270,117	291,010	276,663	288,465	291,769	256,960
14,924	13,659	13,454	12,980	11,945	12,147	11,239	11,792	11,019	9,360	9,954	9,724	10,046	9,259	9,291	9,267	8,708	8,704	8,000	8,089	7,824	6,790
97,079	90,033	93,746	96,280	78,206	88,304	67,443	80,214	88,181	82,816	89,093	93,442	94,251	86,483	100,316	99,316	88,623	99,332	89,376	96,844	95,886	83,922
416,126	381,815	384,110	389,343	348,658	374,142	347,118	344,610	353,406	336,033	363,282	363,279	371,438	344,985	375,021	384,764	367,448	399,046	374,039	393,398	395,479	347,672
20.3	18.7	19.4	18.5	17.5	17.7	20.6	18.6	18.7	16.9	18.7	18.6	19.2	18.8	19.4	18.9	18.4	18.4	18.1	19.4	19.1	17.5
43.0	42.8	44.3	43.7	42.4	43.1	41.2	43.7	43.6	37.9	41.8	39.9	43.1	41.7	43.2	43.3	41.7	43.7	42.8	43.3	42.5	39.7
14.0	12.8	13.8	14.0	11.8	13.0	11.2	13.0	13.1	12.2	12.9	13.0	13.3	12.2	13.9	13.6	12.3	13.4	12.5	13.8	13.1	12.0
18.7	17.2	18.0	17.5	16.1	16.6	18.0	17.2	17.2	15.7	17.1	17.0	17.5	16.8	17.7	17.4	16.6	17.0	16.5	17.8	17.3	15.9

Per Member Per Month

Mar-2014	Apr-2014	May-2014	Jun-2014	Jul-2014	Aug-2014	Sep-2014	Oct-2014	Nov-2014	Dec-2014	Jan-2015	Feb-2015	Mar-2015	Apr-2015	May-2015	Jun-2015	Jul-2015	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015
470,180	469,212	471,860	474,158	476,243	478,467	479,702	480,146	480,313	479,500	468,807	472,088	475,163	478,298	511,442	523,440	534,104	562,109	566,568	571,026	575,582	577,925
0.2%	0.0%	0.5%	0.7%	1.0%	1.2%	1.5%	1.5%	1.2%	1.5%	-0.5%	0.4%	1.1%	1.9%	8.4%	10.4%	12.1%	17.5%	18.1%	18.9%	19.8%	20.5%
14,729	15,546	15,380	15,551	15,863	15,839	16,686	17,158	16,240	15,974	15,390	15,000	15,047	16,026	15,403	14,892	15,312	15,219	15,213	15,398	15,363	15,167
168	166	163	153	149	149	152	156	152	145	141	136	139	138	137	132	129	126	122	118	114	110
7,491	7,671	7,563	7,738	7,709	7,689	7,738	7,982	7,791	7,785	7,825	7,845	8,750	8,923	8,757	8,895	8,374	7,893	7,461	7,947	8,198	8,258
22,388	23,383	23,106	23,442	23,721	23,677	24,576	25,296	24,183	23,904	23,356	22,981	23,936	25,087	24,297	23,919	23,815	23,238	22,796	23,463	23,675	23,535
277,156	283,990	286,889	278,071	299,372	286,475	290,514	301,200	279,951	294,406	289,713	261,478	294,220	297,304	292,134	285,609	296,230	285,176	283,667	292,574	279,151	292,976
7,140	6,984	6,684	6,325	6,510	6,439	6,421	6,658	6,278	6,455	6,311	5,589	6,139	5,974	6,224	5,841	5,848	5,847	5,525	5,222	5,192	5,262
94,141	101,430	101,958	99,999	115,758	108,429	103,474	110,764	98,119	111,159	106,722	103,188	119,279	120,583	112,432	118,601	123,716	111,258	102,028	110,251	109,417	119,500
378,437	392,404	395,531	384,395	421,640	401,343	400,409	418,622	384,348	412,020	402,746	370,255	419,638	423,861	410,790	410,051	425,794	402,281	391,220	408,047	393,760	417,738
18.8	18.3	18.7	17.9	18.9	18.1	17.4	17.6	17.2	18.4	18.8	17.4	19.6	18.6	19.0	19.2	19.3	18.7	18.6	19.0	18.2	19.3
42.5	42.1	41.0	41.3	43.7	43.2	42.2	42.7	41.3	44.5	44.8	41.1	44.2	43.3	45.4	44.3	45.3	46.4	45.3	44.3	45.5	47.8
12.6	13.2	13.5	12.9	15.0	14.1	13.4	13.9	12.6	14.3	13.6	13.2	13.6	13.5	12.8	13.3	14.8	14.1	13.7	13.9	13.3	14.5
16.9	16.8	17.1	16.4	17.8	17.0	16.3	16.5	15.9	17.2	17.2	16.1	17.5	16.9	16.9	17.1	17.9	17.3	17.2	17.4	16.6	17.7

Per Member Per Month

Jan-2016	Feb-2016
582,175	583,025
24.2%	21.6%

14,809	14,924
111	109
8,160	8,547
23,080	23,580

282,158	272,528
5,180	4,785
108,837	114,042
396,175	391,355

19.1	18.3
46.7	43.9
13.3	13.3
17.2	16.6

Per Member Per Month

Phila. County MATP Data (Jan 2011 - Feb 2016)

		Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011	Jul-2011	Aug-2011	Sep-2011	Oct-2011	Nov-2011	Dec-2011	Jan-2012	Feb-2012	Mar-2012	Apr-2012
MATP Eligible Consumers	MATP Consumers	467,110	469,375	471,656	474,852	476,820	479,842	482,466	482,400	479,372	472,975	472,834	470,433	468,853	472,634	474,283	477,028
	% Growth From Prior Year	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.4%	0.7%	0.6%	0.5%
Unduplicated Consumers using MATP	Mass Transit	15,939	15,240	15,653	17,188	15,583	15,821	16,467	16,976	16,416	17,450	16,283	14,770	14,798	14,961	15,041	14,848
	Mileage Reimbursement	442	417	415	408	416	425	431	437	433	413	390	390	377	373	353	350
	Para Transit	6,944	7,053	7,500	7,235	8,668	8,670	7,035	7,417	7,302	7,244	7,010	6,927	6,850	6,768	6,895	6,783
	Total	23,325	22,710	23,568	24,831	24,667	24,916	23,933	24,830	24,151	25,107	23,683	22,087	22,025	22,102	22,289	21,981
Trips	Mass Transit Trips	336,405	316,663	363,567	349,829	348,763	354,095	348,652	375,110	354,269	361,762	338,384	313,862	303,484	287,139	307,229	289,525
	Mileage Reimbursement Trips	16,485	15,534	17,211	16,696	17,174	17,781	18,547	18,930	18,267	17,774	16,589	17,034	16,930	15,307	15,588	14,856
	Para Transit Trips	102,240	103,612	123,715	113,609	122,930	123,610	106,857	117,580	108,036	102,798	100,981	96,771	89,742	88,818	94,579	90,134
	Total	455,130	435,809	504,493	480,134	488,867	495,486	474,056	511,620	480,572	482,334	455,954	427,667	410,156	391,264	417,396	394,515
Average Trips Per Consumer	Mass Transit	21.1	20.8	23.2	20.4	22.4	22.4	21.2	22.1	21.6	20.7	20.8	21.2	20.5	19.2	20.4	19.5
	Mileage Reimbursement	37.3	37.3	41.5	40.9	41.3	41.8	43.0	43.3	42.2	43.0	42.5	43.7	44.9	41.0	44.2	42.4
	Para Transit	14.7	14.7	16.5	15.7	14.2	14.3	15.2	15.9	14.8	14.2	14.4	14.0	13.1	13.1	13.7	13.3
	Total	19.5	19.2	21.4	19.3	19.8	19.9	19.8	20.6	19.9	19.2	19.3	19.4	18.6	17.7	18.7	17.9

Notes

Unduplicated consumers using MATP and trip data based on information submitted by contractor.

MATP eligibles based on consumers eligible for the Medical Assistance Transportation Program

Per Member Per Month

May-2012	Jun-2012	Jul-2012	Aug-2012	Sep-2012	Oct-2012	Nov-2012	Dec-2012	Jan-2013	Feb-2013	Mar-2013	Apr-2013	May-2013	Jun-2013	Jul-2013	Aug-2013	Sep-2013	Oct-2013	Nov-2013	Dec-2013	Jan-2014	Feb-2014
478,275	479,916	479,972	479,166	476,428	470,782	468,110	471,029	467,510	468,474	469,060	469,058	469,284	470,776	471,641	472,816	472,714	473,208	474,466	472,480	471,342	470,085
0.3%	0.0%	-0.5%	-0.7%	-0.6%	-0.5%	-1.0%	0.1%	-0.3%	-0.9%	-1.1%	-1.7%	-1.9%	-1.9%	-1.7%	-1.3%	-0.8%	0.5%	1.4%	0.3%	0.8%	0.3%
14,983	14,843	14,266	15,120	14,760	15,502	13,028	13,559	13,615	14,418	14,105	13,968	13,927	13,281	13,692	14,607	14,714	15,822	15,287	14,899	15,298	14,718
347	319	304	297	282	282	273	270	253	247	238	244	233	222	215	214	209	199	187	187	184	171
6,940	7,046	6,780	6,853	6,630	6,810	6,011	6,152	6,730	6,791	6,908	7,196	7,063	7,071	7,225	7,312	7,220	7,423	7,136	7,024	7,333	7,020
22,270	22,208	21,350	22,270	21,672	22,594	19,312	19,981	20,598	21,456	21,251	21,408	21,223	20,574	21,132	22,133	22,143	23,444	22,610	22,110	22,815	21,909
304,123	278,123	276,910	280,083	258,507	273,691	268,436	252,604	254,206	243,857	264,235	260,113	267,141	249,243	265,414	276,181	270,117	291,010	276,663	288,465	291,769	256,960
14,924	13,659	13,454	12,980	11,945	12,147	11,239	11,792	11,019	9,360	9,954	9,724	10,046	9,259	9,291	9,267	8,708	8,704	8,000	8,089	7,824	6,790
97,079	90,033	93,746	96,280	78,206	88,304	67,443	80,214	88,181	82,816	89,093	93,442	94,251	86,483	100,316	99,316	88,623	99,332	89,376	96,844	95,886	83,922
416,126	381,815	384,110	389,343	348,658	374,142	347,118	344,610	353,406	336,033	363,282	363,279	371,438	344,985	375,021	384,764	367,448	399,046	374,039	393,398	395,479	347,672
20.3	18.7	19.4	18.5	17.5	17.7	20.6	18.6	18.7	16.9	18.7	18.6	19.2	18.8	19.4	18.9	18.4	18.4	18.1	19.4	19.1	17.5
43.0	42.8	44.3	43.7	42.4	43.1	41.2	43.7	43.6	37.9	41.8	39.9	43.1	41.7	43.2	43.3	41.7	43.7	42.8	43.3	42.5	39.7
14.0	12.8	13.8	14.0	11.8	13.0	11.2	13.0	13.1	12.2	12.9	13.0	13.3	12.2	13.9	13.6	12.3	13.4	12.5	13.8	13.1	12.0
18.7	17.2	18.0	17.5	16.1	16.6	18.0	17.2	17.2	15.7	17.1	17.0	17.5	16.8	17.7	17.4	16.6	17.0	16.5	17.8	17.3	15.9

Per Member Per Month

Mar-2014	Apr-2014	May-2014	Jun-2014	Jul-2014	Aug-2014	Sep-2014	Oct-2014	Nov-2014	Dec-2014	Jan-2015	Feb-2015	Mar-2015	Apr-2015	May-2015	Jun-2015	Jul-2015	Aug-2015	Sep-2015	Oct-2015	Nov-2015	Dec-2015
470,180	469,212	471,860	474,158	476,243	478,467	479,702	480,146	480,313	479,500	468,807	472,088	475,163	478,298	511,442	523,440	534,104	562,109	566,568	571,026	575,582	577,925
0.2%	0.0%	0.5%	0.7%	1.0%	1.2%	1.5%	1.5%	1.2%	1.5%	-0.5%	0.4%	1.1%	1.9%	8.4%	10.4%	12.1%	17.5%	18.1%	18.9%	19.8%	20.5%
14,729	15,546	15,380	15,551	15,863	15,839	16,686	17,158	16,240	15,974	15,390	15,000	15,047	16,026	15,403	14,892	15,312	15,219	15,213	15,398	15,363	15,167
168	166	163	153	149	149	152	156	152	145	141	136	139	138	137	132	129	126	122	118	114	110
7,491	7,671	7,563	7,738	7,709	7,689	7,738	7,982	7,791	7,785	7,825	7,845	8,750	8,923	8,757	8,895	8,374	7,893	7,461	7,947	8,198	8,258
22,388	23,383	23,106	23,442	23,721	23,677	24,576	25,296	24,183	23,904	23,356	22,981	23,936	25,087	24,297	23,919	23,815	23,238	22,796	23,463	23,675	23,535
277,156	283,990	286,889	278,071	299,372	286,475	290,514	301,200	279,951	294,406	289,713	261,478	294,220	297,304	292,134	285,609	296,230	285,176	283,667	292,574	279,151	292,976
7,140	6,984	6,684	6,325	6,510	6,439	6,421	6,658	6,278	6,455	6,311	5,589	6,139	5,974	6,224	5,841	5,848	5,847	5,525	5,222	5,192	5,262
94,141	101,430	101,958	99,999	115,758	108,429	103,474	110,764	98,119	111,159	106,722	103,188	119,279	120,583	112,432	118,601	123,716	111,258	102,028	110,251	109,417	119,500
378,437	392,404	395,531	384,395	421,640	401,343	400,409	418,622	384,348	412,020	402,746	370,255	419,638	423,861	410,790	410,051	425,794	402,281	391,220	408,047	393,760	417,738
18.8	18.3	18.7	17.9	18.9	18.1	17.4	17.6	17.2	18.4	18.8	17.4	19.6	18.6	19.0	19.2	19.3	18.7	18.6	19.0	18.2	19.3
42.5	42.1	41.0	41.3	43.7	43.2	42.2	42.7	41.3	44.5	44.8	41.1	44.2	43.3	45.4	44.3	45.3	46.4	45.3	44.3	45.5	47.8
12.6	13.2	13.5	12.9	15.0	14.1	13.4	13.9	12.6	14.3	13.6	13.2	13.6	13.5	12.8	13.3	14.8	14.1	13.7	13.9	13.3	14.5
16.9	16.8	17.1	16.4	17.8	17.0	16.3	16.5	15.9	17.2	17.2	16.1	17.5	16.9	16.9	17.1	17.9	17.3	17.2	17.4	16.6	17.7

Per Member Per Month

Jan-2016	Feb-2016
582,175	583,025
24.2%	21.6%

14,809	14,924
111	109
8,160	8,547
23,080	23,580

282,158	272,528
5,180	4,785
108,837	114,042
396,175	391,355

19.1	18.3
46.7	43.9
13.3	13.3
17.2	16.6

IVR Statistics

	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
TOTAL CALLS RECEIVED	66,597	58,379	60,720	57,673	58,144	59,801
AVG. CALL LENGTH IN SEC.	208.3	207.3	210.1	216.5	208.1	220.5
	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
TOTAL CALLS RECEIVED	66,051	61,935	68,757	63,644	58,876	61,675
AVG. CALL LENGTH IN SEC.	252.9	245.1	242.7	243.9	238.6	291.9
	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
TOTAL CALLS RECEIVED	65,218	59,994				
AVG. CALL LENGTH IN SEC.	252.1	249.8				

Jul-14 Aug-14 Sep-14 Oct-14 Nov-14 Dec-14 TOTALS

64,182	59,158	66,675	72,160	63,961	66,051	753,501
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209.8	211.6	210.6	228.8	112.6	252.9	208.08
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Jul-15 Aug-15 Sep-15 Oct-15 Nov-15 Dec-15 TOTALS

59,650	59,608	61,008	64,970	57,673	57,601	741,448
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260.4	272.4	248.9	257.4	247.0	236.9	253.18
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Jul-16 Aug-16 Sep-16 Oct-16 Nov-16 Dec-16 TOTALS

						125,212
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						250.95
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Phila. County MATP Eligibles by Gender (Feb 2016)

<u>Gender</u>	<u>Count of Eligibles</u>
F	324,399
M	258,626
Total	583,025

Phila. County MATP Eligibles by Age (Feb 2016)

<u>Current Age</u>	<u>Count of Eligibles</u>
0	15,137
1	14,719
2	14,144
3	14,578
4	14,534
5	14,390
6	14,025
7	13,708
8	13,601
9	12,924
10	12,315
11	11,707
12	11,577
13	10,914
14	10,555
15	10,635
16	10,277
17	10,225
18	9,712
19	10,128
20	9,613
21	9,031
22	8,570
23	8,308
24	8,600
25	8,359
26	9,081
27	8,898
28	8,659
29	8,143
30	7,759
31	7,055
32	6,897
33	7,031
34	6,884
35	6,482
36	6,429
37	6,197
38	5,946
39	5,639
40	5,218
41	5,068
42	5,040
43	5,127
44	5,291
45	5,669
46	5,416
47	5,471
48	5,577
49	5,684
50	5,726
51	6,147
52	5,998
53	6,082

<u>Current Age</u>	<u>Count of Eligibles</u>
54	6,087
55	6,188
56	6,004
57	5,882
58	5,844
59	5,641
60	5,341
61	4,889
62	4,578
63	4,317
64	3,995
65	3,553
66	3,076
67	2,978
68	2,851
69	2,600
70	2,230
71	2,096
72	2,096
73	1,989
74	1,787
75	1,696
76	1,614
77	1,495
78	1,547
79	1,336
80	1,286
81	1,148
82	1,004
83	989
84	916
85	801
86	680
87	657
88	555
89	456
90	412
91	366
92	291
93	240
94	166
95	142
96	102
97	67
98	36
99	24
100	22
101	27
102	10
103	5
104	3
105	7
107	1
108	1
111	1
Total	583,025

Phila. County MATP Eligibles by Language Code (Feb 2016)

<u>Language Code</u>	<u>Language Description</u>	<u>Count of MATP Eligibles</u>
		1
01	English	538,828
02	Spanish	29,624
03	Vietnamese	2,838
04	Cambodian	1,541
05	Russian	2,386
06	Laotian/Lao	83
07	Polish	90
08	French	165
10	Albanian	158
11	Amharic	25
12	Arabic	520
13	Armenian	3
14	Bengali	119
15	Bosnian (Serbo Croat)	5
16	Chinese; Cantonese	1,628
18	Creole (Haiti Fr)	187
19	Croatian	5
20	Czech	18
22	German	1
23	Greek	8
24	Gujarati (India)	45
26	Hindi (India)	36
27	Hmong	4
29	Ibo	3
30	Indonesian	85
31	Italian	12
32	Japanese	11
33	Korean	207
36	Malay	1
37	Malayalam (India)	118
38	Pashto/Pushtu	31
39	Portuguese	200
40	Punjabi/Panjabi	2
41	Romanian	9
47	Swahili	23
48	Tagalog (Philippines)	33
50	Thai	12
51	Turkish	5
52	Urdu	46
53	Ukrainian	77
54	Yoruba	1
57	Burmese	184
60	Uzbek	40
61	Khmer	144
99	Other	1,128
		583,025

Phila. County MATP Eligibles by District (Feb 2016)		
District Code	District Description	Count of MATP Eligibles
		1
0	Philadelphia CAO	153
2	South	60,846
3	Somerset	70,085
4	Ridge/Tioga	42,149
5	Liberty	43,669
6	Delancey	30,750
7	West	38,407
9	Chelten	50,135
D	Elmwood	32,403
F	Glendale	58,022
G	Boulevard	62,555
H	Central MA Unit	2,825
L	LIHEAP	22
M	LTIS (Nursing Home)	27,471
P	Unity	52,464
Y	PDHS Youth	11,068
		583,025

Phila. County MATP Eligibles Eligibility Group (Feb 2016)

<u>Eligibility Group</u>	<u>Count of MATP Eligibles</u>
State Only	910
State Only 65+	726
Federal/State MATP (STD <65) TANF	266,777
Federal/State MATP (STD 65+) TANF	6
Federal/State MATP (STD <65) SSI	128,242
Federal/State MATP (STD 65+) SSI	42,750
Federal/State(MG92 19-20)	7,835
Federal/State(MG92 21+)	5,373
Federal/State(MG92 65+)	3
Federal/State(BCC)	225
Federal/State(BCC 65+)	1
Federal/State(MG19 6-18)	12,657
Federal/State(MG91/38/39 19-20)	3,696
Federal/State(MG91/38/39 21-64)	113,604
Federal/State(MG91/38/39 65+)	169
Federal(refugees)	49
Federal(Refugees 65+)	2
	583,025

APPENDIX L

MATP ELIGIBILITY

Quick Reference Guide

If the consumer's eligibility shows two categories, as long as one of the codes is showing eligible; then the consumer is eligible for MATP Services.

Category	Status Code	Recipient Program Status Description	MATP Eligible?
A	00	SSI Aged	Y
A	44	SSI Aged State Supplement Only	Y
A	45	SSI Aged Title XIX Nursing Fac	Y
A	46	SSI Aged Essential/Mandatory	Y
A	60	SSI Aged Indv Receiv Dom Care Sup	Y
A	62	SSI Aged Indv Receiv PCBH Supplemnt	Y
A	64	SSI Aged (FLAC IS B)	Y
ACX	00	Act 150	N
B	00	State Blind Pension (SBP)	Y
B	80	State Blind Pension (SBP)	Y
C	00	TANF	Y
C	04	TANF ELA	Y
C	06	TANF/TIMEOUT	Y
C	07	TANF/Contingency	Y
C	08	Extended TANF	Y
C	09	Extended TANF-DV	Y
C	47	1 Month TANF Diversion	N
C	48	2 Month TANF Diversion	N
C	49	3 Month TANF Diversion	N
C	53	TANF Work Support Phase II	Y
C	56	TANF WS Component	Y
C	57	TANF WS Phase II-Extended-Continued	Y
C	58	TANF WS Phase II-Extended	Y
C	59	TANF WS Phase II - DV	Y
C	71	Trans Cash Assistance - EMC	Y
C	72	Trans Cash Assistance - Non-EMC	Y
D	02	GA RFP/RCA (Refugee Cash Assist)	Y
D	05	Repatriated National	Y
E	00	Emergency Assistance (Federal Fund)	N
EIX	00	Early Intervention	N
J	00	SSI Disabled	Y
J	31	SSI Disabled Federal Foster Care	Y
J	32	SSI Disabled Fed Adoption Assist.	Y
J	33	SSI DISABLED STATE Foster Care	Y
J	35	SSI Adoption Foster Care Othr State	Y
J	36	Out of State Adoption Assistance	Y
J	37	NMP SPLC	Y
J	44	SSI Disabled State Splmnt Only	Y
J	45	SSI Disabled Title XIX Nursing Fac	Y
J	46	SSI Disabled Essential/Mandatory	Y
J	60	SSI Disabled Indv Rec Dom Care Sup	Y
J	62	SSI Disabled Indv Rec PCBH Sup	Y
J	64	SSI Disabled (FLAC IS B)	Y
LTC	00	Medicaid Long Term Care Application	N

MATP ELIGIBILITY

Quick Reference Guide

If the consumer's eligibility shows two categories, as long as one of the codes is showing eligible; then the consumer is eligible for MATP Services.

Category	Status Code	Recipient Program Status Description	MATP Eligible?
M	00	SSI Blind	Y
M	44	SSI Blind State Splmnt Only	Y
M	45	SSI Blind Title XIX Nursing Fac	Y
M	46	SSI Blind Essential/Mandatory	Y
M	60	SSI Blind Indv Receiv Dom Care Sup	Y
M	62	SSI Blind Indv Receiv PCBH Sup	Y
M	64	SSI Blind (FLAC IS B)	Y
MAF	00	Select Plan for Women	N
MAW	00	Medicaid Waiver Application	N
MG	00	MAGI Pregnant Woman/Infant/Child/Youth	Y
MG	17	MAGI Presumptive Eligibility (Temporary Eligibility)	Y
MG	18	MAGI Pregnant Woman/Newborn	Y
MG	19	MAGI Youth (Newly Eligible)	Y
MG	27	MAGI Infant/Child/Youth/Caretaker	Y
MG	71	MAGI TMA Infant/Child/Youth/Caretaker	Y
MG	91	Newly Eligible - MA	Y
MG	92	Former MNO - MA	Y
MHX	00	Mental Health	N
MRX	00	OMR Base	N
PA	00	NMP Aged	Y
PA	01	NMP Aged Refugee	Y
PA	21	NMP Aged Spend-Down (Monthly Auth)	Y
PA	22	NMP Aged Spend-Down (Ongoing Auth)	Y
PA	66	Specif Low Inc. Med. Benefit Buy-In	Y
PA	80	With Buyin	Y
PA	81	Aged Disabled Adult Child w/Buy-In	Y
PA	84	Aged Pickle Indv	Y
PA	85	Aged Disable Emp Indv	Y
PA	86	Aged QDWI Indv	N
PAN	00	Aged Long Term Care (NMP)	Y
PAN	66	Aged Long Term Care w/Buyin (NMP)	Y
PAN	80	Aged Long Term Care w/Buyin (NMP)	Y
PAW	00	Aged Waiver Program (NMP)	Y
PAW	66	Aged Waiver Program w/Buyin (NMP)	Y
PAW	80	Aged Waiver Program w/Buyin (NMP)	Y
PAW	81	Special SSI Waiver - AGED - DAC	Y
PAW	84	Special SSI Waiver - AGED - PICKLE	Y
PAW	85	Special SSI Waiver-AGED-Disab Emp	Y
PC	02	NMP TANF Refugee (RMA)	Y
PC	03	NMP TANF Rep Unaccompanied Minor	Y
PC	30	Release from YDC	Y
PC	31	NMP TANF Federal Foster Care	Y
PC	32	NMP TANF Fed Adoption Assistance	Y
PC	33	NMP TANF State Foster Care	Y
PC	34	NMP TANF State Adoption Assistance	Y

MATP ELIGIBILITY

Quick Reference Guide

If the consumer's eligibility shows two categories, as long as one of the codes is showing eligible; then the consumer is eligible for MATP Services.

Category	Status Code	Recipient Program Status Description	MATP Eligible?
PC	35	Adoption ASST-FSTR Care Other State	Y
PC	36	Out of State Adoption Assistance	Y
PC	37	NMP SPLC	Y
PC	38	State Correctional Institution Inmate	Y
PC	39	County Prison Inmate	Y
PC	40	MAGI Former Foster Care	Y
PCN	31	Federal Foster care Long Term Care	Y
PCN	32	Federal Adoption Asst Long Term Car	Y
PCN	33	State Foster care Long Term Care	Y
PCN	34	State Adoption Asst Long Term Care	Y
PCN	35	Out of State Foster care Long Term	Y
PCN	36	Out of State Adopt Asst Long Term C	Y
PCN	37	Subsidized PLC Long Term Care	Y
PCW	00	Medicaid for Special Groups NMP Waiver Program	Y
PCW	02	Special Groups Waiver Programs	Y
PD	00	NMP GA Chronically Needy	Y
PD	21	NMP GA Chron Need Spend-Down (Mnth)	Y
PD	22	NMP GA Chron Need Spend-Down (Ongo)	Y
PD	38	State Correctional Institution Inmate	Y
PD	39	County Prison Inmate	Y
PG	00	Elderly Med Cost Sharing H. Horiz	N
PH	00	Cat.Needy Healthy Horizon	Y
PH	20	Breast & Cervical Cancer	Y
PH	38	State Correctional Institution Inmate	Y
PH	39	County Prison Inmate	Y
PH	80	Cat. Needy Healthy Horiz w/Buyin	Y
PH	95	Cat.Needy H. Horiz Child Spec Needs	Y
PH	97	SSI Pending/Child/Special Needs	Y
PI	00	Medically Improved MAWD	Y
PI	66	Med Improved MAWD Elig for SLMB	Y
PI	80	Med Improved MAWD Elig Med Buy-In	Y
PJ	00	NMP Disabled	Y
PJ	21	NMP Disabled Spend-Down (Monthly)	Y
PJ	22	NMP Disabled Spend-Down (Ongoing)	Y
PJ	66	Specif Low Inc. Med. Benefit Buy-In	Y
PJ	80	With Buyin	Y
PJ	81	Disabled Adult Child w/Buy-In	Y
PJ	83	Disabled Widow(er)	Y
PJ	84	Disabled Pickle Indv	Y
PJ	85	Disabled Disable Emp Indv	Y
PJ	86	Disabled QDWI Indv	N

MATP ELIGIBILITY

Quick Reference Guide

If the consumer's eligibility shows two categories, as long as one of the codes is showing eligible; then the consumer is eligible for MATP Services.

Category	Status Code	Recipient Program Status Description	MATP Eligible?
PJN	00	Disabled Long Term Care (NMP)	Y
PJN	66	Disabled Long Term Care w/Buyin NMP	Y
PJN	80	Disabled Long Term Care w/Buyin NMP	Y
PJW	00	Disabled Waiver Program (NMP)	Y
PJW	66	Disabled Waiver Program w/Buyin NMP	Y
PJW	80	Disabled Waiver Program w/Buyin NMP	Y
PJW	81	Special SSI Waiver - Disabled - DAC	Y
PJW	83	Special SSI Waiver - Disabled widow	Y
PJW	84	Special SSI Waiver-DISABLED-PICKLE	Y
PJW	85	Special SSI Waiver-DISAB-Disab Emp	Y
PM	00	NMP Blind	Y
PM	21	NMP Blind Spend-Down (Ongoing Mnth)	Y
PM	22	NMP Blind Spend-Down (Ongoing Auth)	Y
PM	66	Specif Low Inc. Med. Benefit Buy-In	Y
PM	80	With Buy-In	Y
PM	81	Blind Disabled Adult Child w/Buy-In	Y
PM	84	Blind Pickle Indv	Y
PM	85	Blind Disable Emp Indv	Y
PM	86	Blind QDWI Indv	N
PMN	00	Blind Long Term Care (NMP)	Y
PMN	66	Blind Long Term Care w/Buyin NMP	Y
PMN	80	Blind Long Term Care w/Buyin NMP	Y
PMW	00	Blind Waiver Program (NMP)	Y
PMW	66	Blind Waiver Program w/Buyin NMP	Y
PMW	80	Blind Waiver Program w/Buyin NMP	Y
PMW	81	Special SSI Waiver - Blind - DAC	Y
PMW	84	Special SSI Waiver-BLIND-PICKLE	Y
PMW	85	Special SSI Waiver-BLIND-Disab Emp	Y
PS	17	NMP SMA Presumptive Eligibility	Y
PVN	00	VA Facility Long Term Care	Y
PVN	66	VA Long Term Care w/Buyin (NMP)	Y
PVN	80	VA Long Term Care w/Buyin (NMP)	Y
PW	00	MAWD	Y
PW	66	MAWD Elig for SLMB	Y
PW	80	MAWD Elig for Medicare Buy-In	Y
SC	00	Family Works	N
SC	82	Family Works-Preliminary Screening	N
TA	00	MNO Aged	Y
TA	22	SSI MNO Aged Spend down	Y
TA	65	Spec Low Inc Med Benef. Pt B Buyin	N
TA	66	Specif Low Inc Med Benef. Buyin/MNO	Y
TA	67	Qual. Individual (QI-1) Buy-In Only	N
TA	68	Qual Indiv (QI-2) Part. Buy-In Only	N
TA	80	With Buy-In	Y

MATP ELIGIBILITY

Quick Reference Guide

If the consumer's eligibility shows two categories, as long as one of the codes is showing eligible; then the consumer is eligible for MATP Services.

Category	Status Code	Recipient Program Status Description	MATP Eligible?
TAN	00	Aged Long Term Care (MNO)	Y
TAN	66	Aged Long Term Care w/Buyin (MNO)	Y
TAN	80	Aged Long Term Care w/Buyin (MNO)	Y
TAW	00	Aged Waiver Program (MNO)	Y
TAW	66	Aged Waiver Program w/Buyin (MNO)	Y
TAW	80	Aged Waiver Program w/Buyin (MNO)	Y
TC	00	MNO TANF	Y
TC	22	TANF MNO Abs/Inc Spend down	Y
TD	00	MNO GA Chronically Needy	Y
TD	22	GA MNO Spend down	Y
TJ	00	MNO Disabled	Y
TJ	22	SSI MNO Disab Spend down	Y
TJ	65	Spec Low Inc Med Benef. Pt B Buyin	N
TJ	66	Specif Low Inc Med Benef. Buyin MNO	Y
TJ	67	Qual. Individual (QI-1) Buy-In Only	N
TJ	68	Qual Indiv (QI-2) Part. Buy-In Only	N
TJ	80	With Buy-In	Y
TJN	00	Disabled Long Term Care (MNO)	Y
TJN	66	Disabled Long Term Care w/Buyin MNO	Y
TJN	80	Disabled Long Term Care w/Buyin MNO	Y
TJW	00	Disabled Waiver Program (MNO)	Y
TJW	66	Disabled Waiver Program w/Buyin MNO	Y
TJW	80	Disabled Waiver Program w/Buyin MNO	Y
TU	00	MNO TANF/CU	Y
TU	22	TANF MNO UPWE Spend down	Y
TVN	00	VA Facility Long Term Care	Y
TVN	66	VA Long Term Care w/Buyin (MNO)	Y
TVN	80	VA Long Term Care w/Buyin (MNO)	Y
U	00	TANF/CU	Y
U	04	TANF/CU ELA	Y
U	06	TANF/TIMEOUT	Y
U	07	TANF/Contingency	Y
U	08	Extended TANF	Y
U	09	Extended TANF-DV	Y
U	47	1 Month TANF Diversion	N
U	48	2 Month TANF Diversion	N
U	49	3 Month TANF Diversion	N
U	53	TANF Work Support Phase II	Y
U	56	TANF WS Component	Y
U	57	TANF WS Phase II-Extended-Continued	Y
U	58	TANF WS Phase II-Extended	Y
U	59	TANF WS Phase II - Extended	Y
U	71	Transitional Cash Assistance - EMC	Y
U	72	Transitional Cash Assistance - Non-EMC	Y

APPENDIX M

APPENDIX M: ELIGIBILITY VERIFICATION SYSTEM (EVS)

Method	Description
Web Interactive	A Web eligibility window is available to approved providers and other agencies. The Web address for this is http://promise.DHS.state.pa.us/ and click on PROMISe online. To send recipient information click the appropriate button on the Web page; the result returned is displayed on the Web page.
EVS Software	<p>The MA HIPAA-Compliant PROMISe™-Ready software referred to as Provider Electronic Solutions Software - replaces OMAP's past EVS Software. It is available free-of-charge by downloading from the OMAP PROMISe™ Web site at https://promise.DHS.state.pa.us/ePROM/ProviderSoftware/softwareDownloadForm.asp.</p> <p>To order the software on CD-ROM, call 717-975-4100.</p>
Mainframe	<p>Providers developing their own access method will need to consult both the PROMISe™ Companion Guide for the ANSI 270/271 transaction as well as the HIPAA specifications for the 270/271. The Companion Guides provide Pennsylvania specific information required in the transaction. The Companion Guides can be found here. Providers will also need to register and be certified by EDS, the Department of Human Services' claims processing contractor. To register, please go to: http://promise.DHS.state.pa.us/ePROM/_ProviderSoftware/softwareDownloadMain.asp and complete the certification/registration form.</p>
Batch EVS	<p>Batch EVS will need to be submitted utilizing the ANSI 270/271 transactions. Batch EVS capabilities have been built into the Provider Electronic Solutions software which provide for a simple data entry, submission, and receipt process. Providers submitting Batch EVS transactions will need to register in order to gain access to the Batch Bulletin Board System (BBS). For more information on registration please visit the OMAP Web site.</p> <p>Providers will also have the option of building their own solution or purchasing commercial software; however, the application will need to pass the certification process prior to gaining access to the production system Batch BBS.</p>
Telephone	Providers utilizing the telephone access method will still dial 800-766-5387 to determine recipient eligibility. Providers utilizing the telephone access method must use a 13-digit provider number.

APPENDIX N

APPENDIX N
COVERED SERVICES UNDER
THE MEDICAL ASSISTANCE TRANSPORTATION PROGRAM

The following services and MA Consumers are covered under MATP:

- 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
- Prescribed Pediatric Extended Care (PPEC) Programs
- Private psychiatric hospitals
- Rural health clinics
- Primary health care clinics
- Drug and alcohol clinics (including methadone maintenance services)
- Inpatient drug and alcohol detoxification
- Inpatient drug and alcohol rehabilitation
- Non-hospital 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

The Grantee shall provide requested transportation to physical therapists, speech therapists and occupational therapists to MA consumers of all ages when provided through outpatient hospital clinics.

- 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.
- 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 recipient remains in the facility.

- 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.

- Visitation/Patient Education

A parent, foster parent or guardian is eligible to be transported to visit his or her client minor child(ren) who is an inpatient of a hospital, whether or not the parent is eligible. Transportation of individuals who are not MA recipients should be reported under the minor child's eligibility number. Transportation to visit adult recipient inpatients is not covered.

- Waiver-Funded Services

If the waiver includes funding for medical transportation, the Grantee shall not provide MATP-funded transportation. If the waiver does not include funding for medical transportation, the Grantee may provide MATP-funded transportation to MA covered services.

- General Assistance Recipients

- School Age Children Receiving Physical and Mental Health Services

If the child's Individual Education Plan does not provided for transportation but their medical service is MA covered, the child is eligible for MATP services during school hours.

- 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 recipients. MATP agencies are required to provide cost data relating to MAWD recipients on the Quarterly Report. See Grantee Fiscal Requirement, Fiscal Reporting Requirements

- Self-Referral (HealthChoices)

- a. Any medical service received by an eligible MA consumer and being paid through the agreement by membership in an MCO (HealthChoices) is considered a covered service for MATP purposes.
- b. If the MCO has authorized the consumer to go to an out-of-network provider, the MATP is required to transport to that provider within program regulations and limitations (unless it is an exceptional transportation request).
- c. MA 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).

- d. For family planning services, a consumer can go to a provider in or out of the network.
- e. For dental, vision, OB/Gyn, chiropractic and behavioral health services, the consumer shall obtain the services from a provider within their MCO (unless the MCO has authorized the person to go out-of-network).
- f. To verify that a provider participates in an MCO's network, contact the designated liaison at the MCO.

- Deceased Recipients

The Grantee will only make pay mileage reimbursement on behalf of a consumer who is deceased when an individual can prove that he or she transported the consumer to medical visits.

- Dual Eligibles

Medical Assistance eligible consumers whose medical service is paid by Medicare can receive MATP service to a Medicare product or service from the Medicare Provider of his/her choice.

- School Age Children Receiving Physical and Mental Health Services

The MATP Grantee 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.

NON-COVERED SERVICES UNDER THE MEDICAL ASSISTANCE TRANSPORTATION PROGRAM

The MATP does not cover the following transportation services:

- 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 nonmedical services
- Transportation during severe inclement weather when it is deemed unsafe

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

**This applies to a medical attendant needed for an adult consumer. If medically necessary, an attendant in this instance can escort an adult consumer to their medical appointment. The cost of that transportation would be covered as part of the PMPM rate.

APPENDIX O

APPENDIX O

MATP MONTHLY ENCOUNTER DATA FILE FORMAT

Monthly Data Files

MATP Grantees must report their MATP trips to the Department and provide this information by way of a monthly trip-level data file. Trip-level data files are created by the broker and are uploaded to the Department monthly. Trip-level data files will only contain data forty-five (45) days after the reported month has ended. Trip-level data files are to be in a Comma Separated Value (.CSV) file format and must contain six fields of data.

File Format

The required data for the file is the County Code, the MA consumers Medical Assistance Identification Number (MAID), the Date of the Trip, the Mode of Transportation, the Trip Completed Indicator, and an Escort Indicator.

Required data as it might appear in MS Excel:

Exhibit 1

County Code	MAID	Date of Trip	Mode	Completed	Escort
51	1234567890	7/1/2015	P	Y	N

Exhibit 2

Field Name	Length	Alpha (A)/ Numeric(N)	Description
County Code	02	N	County Codes 01 - 67
Medical Assistance Identification (MAID) Number	10	N	Ten digit Medical Assistance Number on the Consumer's Access card
Trip Date	08	N	mm/dd/yyyy
Mode	01	A	M= Mass Transit P= Paratransit R = Reimbursement V= Volunteer
Trip Completed	01	A	Y = Yes, N = No
Escort Needed	01	A	Y = Yes, N = No

Instructions on Submitting Monthly Trip Data

Trip-level data files are to follow a file naming convention of ##MATP.csv where ## is the county's numeric code. Exhibit 1 shows an example of a trip for a Medical Assistance Recipient in Philadelphia County. The County indicator is 51; in this example the file is named 51MATP.csv.

The file name format must be used or the file will not be accepted.

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.

Basic File Transfer Instructions:

- Access the SeGov Data Collection Tool Web Site
- Enter your User Name and Password
- Enable the Upload Wizard
- Locate the saved "csv" file
- Upload the file
- Log Off

If the same MATP provider of a consumer's residence transports a resident out of the county, it is still a trip for county 51. [If a resident has medical appointments two or three county away and is transported to a location by multiple MATP providers, the county code will not change. Each leg will be reported by the respective provider.]

The Grantee shall retain an electronic copy of the transmitted file for at least four years and follow the Commonwealth's data retention guidelines.

**MEDICAL ASSISTANCE TRANSPORTATION PROGRAM
WRITTEN NOTICE FORM**

**DATE THIS NOTICE WAS
MAILED OR HAND
DELIVERED TO YOU:**

NAME: _____
ADDRESS: _____

SECTION I - NOTICE

THIS IS TO NOTIFY YOU YOUR REQUEST

HAS BEEN:

For MATP Services

Denied

For Transportation Services on:

Terminated Effective:

For Mileage Reimbursement on:

Reduced or Service Type Changed Effective:

For the Following Reason: _____

The Regulatory Cite and the Instructions and Requirements sections for the basis of this decision are:

SECTION II - APPEAL RIGHTS AND RESPONSIBILITIES

You have the right to appeal this decision and request a Fair Hearing through the Department's Bureau of Hearings and Appeals if you disagree with the decision. The purpose of a Fair Hearing is to determine if the decision was based on a proper application of the law to your particular circumstances. Therefore, you do not have the right to appeal a decision that is based on changes in federal or state law or regulations which now exclude you from eligibility for service or reduce the amount of service you may receive. (See Section IV)

To appeal this decision and request a Fair Hearing you must complete the reverse side of this form. Then, you must mail or hand-deliver this form plus one copy to the _____ (agency)
located at _____ (address)

The forms must be postmarked or hand-delivered by _____, which is thirty (30) calendar days following the date this notice is mailed or hand-delivered to you.

If you are currently receiving service and your form is postmarked or hand-delivered on or before _____ your service will be continued pending the outcome of your appeal. If your form is postmarked or hand-delivered after this date, service will be discontinued.

You may contact _____ at _____ if you need assistance filling in your request for a Fair Hearing, or if you do not understand this decision or would like to meet with a representative of our agency.

SECTION III - AGENCY INFORMATION

AGENCY NAME: _____

AGENCY ADDRESS (Street, City, State, Zip Code):

Agency Representative Signature/Date

Telephone Number

SECTION IV - FILE AN APPEAL

RIGHT TO AN APPEAL AND TO A FAIR HEARING

You have the right to file an appeal within the time limits specified on the other side of this form and request a Fair Hearing from the Department of Public Welfare.

In order to request a Fair Hearing, you must do the following:

- (1) Give your reason(s) for the appeal in the space provided below.
- (2) Give your telephone number; including area code in the space provided.
- (3) Give your exact address.
- (4) Mail or take this form to the address of the agency specified in Section III.

You have the right to represent yourself or to have anyone represent you. You can contact your County local legal services office, _____ at _____

if you want information about obtaining a lawyer to represent you at a hearing.

Before the scheduled hearing takes place, your or your representative has the right to examine all information which the agency will introduce as evidence at the hearing.

If you and your representative would like to meet with the service provider agency staff to discuss the matter informally or to present information which might change the proposed action, please call the agency representative specified in Section III.

If you need an interpreter at the hearing because you do not speak English or because you have limited understanding of English, the Department will arrange for an official interpreter at no cost to you. You may bring a friend or relative to assist you at the hearing, but the interpreter provided by the Department will be the official interpreter.

During the hearing an Administrative Law Judge will ask you to explain why you appealed and why you disagree with the decision by the service provider agency. All facts will be studied and a ruling will be made as to whether the decision of the service provider agency is in accordance with the Department of Public Welfare's regulations.

The Bureau of Hearings and Appeals will hold a hearing for you either over the telephone or face-to-face. You may choose which type you want. If you do not have a telephone in your home and cannot get to one (for example, friend or relative's telephone) you may go telephone hearing at the service provider agency to the against which you filed the appeal.

Please indicate which type of hearing you want:

I want a telephone hearing

I want a face-to-face hearing.

I WANT A HEARING BECAUSE:

(Please state a reason(s) for your appeal):

YOUR MAILING ADDRESS AND TELEPHONE NUMBER



If someone will be representing you at the Hearing, please list their name, address, and telephone number.



I understand I will receive notification of the Hearing arrangements.

Signature of Consumer

Date

Signature of Person Acting on Behalf of Consumer

Date

APPENDIX Q

APPENDIX Q-SUBCONTRACT REQUIREMENTS

REQUIRED TERMS FOR SUBCONTRACTORS AND PROVIDER AGREEMENTS

All subcontracts and provider agreements must be in writing and must include, at a minimum, the following provisions that:

- Specify effective date, duration, termination, and renewal options;
- Specify the amount and scope of services to be provided and paid for;
- Identify the population covered by the contract or agreement;;
- The specific activities and reporting responsibilities delegated to the subcontractor;
- Allow for revoking delegation or imposing other sanctions if performance is inadequate;
- Require compliance with all applicable requirements of the Agreement between the MATP Grantee and the Department of Human Services concerning the Medical Assistance Transportation Program;
- Include nondiscrimination provisions;
- Include requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq);
- For all subcontracts with any individual firm, corporation or any other entity, which provides transportation and receives reimbursement from the Grantee either directly or indirectly, that data for all services provided will be reported timely to the Grantee;
- Hold harmless the Commonwealth, all Commonwealth officers and employees and all MA consumers in the event of nonpayment by the Grantee to the subcontractor.
- Indemnify and hold harmless the Commonwealth and its agents, officers and employees against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against the Commonwealth or its agents, officers or employees, through the intentional conduct, negligence or omission of the subcontractor, its agents, officers, employees or the Grantee;
- Require compliance with all applicable federal and state laws;
- Provide ready access to any and all documents and records of transactions pertaining to the provision of services to Medical Assistance consumers to the Department,;
- Make all records available for audit, review or evaluation by the Commonwealth, its designated representatives or federal agencies and their representatives;
- Require the maintenance of books, records, documents and other evidence pertaining to all revenues, expenditures and other financial activity as well as to all required programmatic

activity and data related to the contract or agreement. These books, records, documents and other evidence shall be available for review, audit or evaluation by authorized Commonwealth personnel or their representatives during the term and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case, records shall be kept until all tasks are completed;

- Require the retention of source records for its data reports for a minimum of four years;
- Recognize that payments made to the subcontractor are derived from federal and state funds.
- Notify all subcontractors of the prohibition and sanctions for the submission of false claims and statements;
- Specify procedures and criteria for terminating the contract or agreement, including a requirement that the subcontractor promptly supply all information necessary for the reimbursement of any outstanding claims;
- Require the maintenance of the confidentiality of MATP program-related information including consumer-specific information. The subcontractor must take measures to prudently safeguard and protect unauthorized disclosure of the MATP information in its possession;
- Specify the requirement to disclose the following: business transactions above \$25,000.00, ownership and convictions, ownership and control, per federal guidelines. The subcontractor must provide the information cited above to the Grantee, upon request.

APPENDIX R

Appendix R

Medical Assistance Transportation Program

County Assistance Office

Referral Form

The Medical Assistance (MA) recipient listed below has requested services not available or services unable to be provided through the Medical Assistance Transportation Program (MATP). MATP requires MA recipients to be referred to the County Assistance Office, if the transportation request is determined to be exceptional transportation or for any other reason MATP cannot fulfill the transportation request.

Recipient Information

Last Name:	First Name:	Middle Initial:
Date of Birth:	10 Digit Recipient #:	SSN:
Street Address:		
City:	Zip Code:	Telephone:

Trip/Provider Information

Provider Name:	
Provider Address:	
Provider Telephone:	
Appointment Date:	Appointment Time:

Has the MATP verified that this transportation request is for an MA eligible service? Yes No

MATP Information

Referred by:
Telephone:
Date:
Has this trip been determined to be Exceptional Transportation? <input type="checkbox"/> Yes <input type="checkbox"/> No
List reasons for Exceptional Transportation designation (or, if not Exceptional Transportation, detail reasons why this transportation request cannot be met.)

Appendix R-MATP Managed Care Referral Form

Referral Information					
Last Name:	First Name:	Initial:	Date of Birth:		
SSN:	MA Recipient #:	Phone #:			
Street Address:			Apartment #:		
City:	Municipality:	County:	State:	Zip:	
Emergency Contact:		Relationship:	Phone #:		
Do this recipient speak English?		If no, what language is spoken?			
<input type="checkbox"/> Yes <input type="checkbox"/> No					
Will this recipient need to travel with an interpreter?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					

Next Appointment	Next Appointment				
Provider or Practice Name:				Phone #:	
Street Address:					
City:	Municipality:	County:	State:	Zip:	

MATP STAFF INFORMATION	
Referred by:	
Telephone:	
Date:	

<input type="checkbox"/> This is a non-emergency medically necessary (ambulance) transportation referral?	This need is: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary
Please fully describe the reasons for this referral below:	

<input type="checkbox"/> This is a request to assist MATP with delivery of transportation services?
Please fully describe the reasons for this referral below:

Appendix R-MATP Managed Care Referral Form

Referral Information					
Last Name:	First Name:	Initial:	Date of Birth:		
SSN:	MA Recipient #:	Phone #:			
Street Address:			Apartment #:		
City:	Municipality:	County:	State:	Zip:	
Emergency Contact:		Relationship:	Phone #:		
Do this recipient speak English?		If no, what language is spoken?			
<input type="checkbox"/> Yes <input type="checkbox"/> No					
Will this recipient need to travel with an interpreter?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					

Next Appointment	Next Appointment				
Provider or Practice Name:				Phone #:	
Street Address:					
City:	Municipality:	County:	State:	Zip:	

MATP STAFF INFORMATION	
Referred by:	
Telephone:	
Date:	

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Referral Information					
Last Name:		First Name:		Initial:	Date of Birth:
SSN:		MA Recipient #:		Phone #:	
Street Address:				Apartment #:	
City:		Municipality:		County:	State: Zip:
Emergency Contact:			Relationship:		Phone #:
Do this recipient speak English?		If no, what language is spoken?			
Will this recipient need to travel with an interpreter?					

Next Appointment		Next Appointment			
Provider or Practice Name:				Phone #:	
Street Address:					
City:		Municipality:		County:	State: Zip:

MATP STAFF INFORMATION	
Referred by:	
Telephone:	
Date:	

<input type="checkbox"/> This is a non-emergency medically necessary (ambulance) transportation referral?		This need is: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary	
Please fully describe the reasons for this referral below:			

<input type="checkbox"/> This is a request to assist MATP with delivery of transportation services?	
Please fully describe the reasons for this referral below:	

APPENDIX S

Appendix S-MATP Performance Measures

Table 1: Key Performance Indicators					
Performance Metric	Target	Description	Calculation	Frequency of Review	Assessment
Late Paratransit Trips	<10%	Measures the percentage of late trips (pick up outside 15 minutes from scheduled pick up time)	Total number of late trips divided by the total number of trips.	Monthly Report	Up to \$5000 for each % above 10% late per month
Missed Paratransit Trips	<1%	Measures the percentage of missed trips (trip not completed due to provider failure)	Total number of missed trips divided by the total number of trips	Monthly Report	Up to \$5000 for each % above 1% late per month
On-time Service for Medical Appointments	>90%	Measures the percentage of on-time trips to medical appointments	Total number of on-time trips to medical appointments divided by the total number of trips to medical appointments.	Monthly	Up to \$5000 for each % 1% >90%
Complaints	<1%	Measures the percentage of complaints	Total number of complaints divided by the total of trips.	Monthly	Up to \$1000 per every % over 1%

Table 2: Customer Service Center Performance Indicators

Performance Metric	Target	Description	Calculation	Frequency of Review	Liquidated Damages
Telephone Abandon Rate	Less than 5%	Measures the percentage of calls in the queue that are abandoned before call is connected to customer services representative.	Total number of abandoned calls divided by the total number of calls placed in the queue.	Monthly	Up to 1 % of the given month's PMPM payment.
Blocked Call Rate	Less than 1%	Measures the percentage of incoming calls that receive a busy signal.	Total number of incoming calls that receive a busy signal divided by the total number of incoming calls.	Monthly	Up to 1 % of the given month's PMPM payment.
Average Speed to Answer	95%	Measures the percentage of calls answered within 60 seconds or less.	Total number of incoming calls answered within 60 seconds or less divided by the total number of incoming calls	Monthly	Up to 1 % of the given month's PMPM payment.
Hold Time two (2) minutes or less	95%	Measures the percentage of calls placed on hold until the time the call is re-engaged.	Total number of calls on hold less than 2 minutes divided by the number of calls placed on hold.	Monthly	Up to 1 % of the given month's PMPM payment.

Table 3: Other Performance Measures

Performance Metric	Target	Description	Calculation	Frequency of Review	Liquidated Damages
Timely Submission of Corrective Action Plan	100%	Corrective Action Plans are to be submitted on or before the due date.	Number of business days beyond the due date for submission of corrective action plan	For each Corrective Action Plan	Up to \$500 Per Business day after due date.
Timely Implementation of Approved Corrective action plan	100%	Deficiencies identified in Corrective Action Plan are to be successfully resolved within time frame(s) designated in approved Corrective Action Plan.	Number of business days beyond approved date(s) in corrective action plan for resolution of deficiency	For each Corrective Action Plan	Up to \$750 per business day.
Customer Satisfaction	>85%	Measures consumer satisfaction with service delivery. Must have an 85% Customer Satisfaction rating on the Customer Service Survey.	Independent Survey	Quarterly	Up to \$1,000 per each % < 85% per month
Administrative	100%	Timely submission of monthly encounter data and program report		Monthly	Up to \$100 per day for each late report
Provider Compliance	100%	Adherence to Provider/driver/vehicle compliance policies and regulations		Monthly	Up to \$50 per trip for every non-compliant trip
Provider Payments	90%	Accurate Invoices must be adjudicated within thirty (30) days of receipt		Monthly	Up to \$5,000 per each % < 90% per month

Provider Payments	100 %	Accurate Invoices must be adjudicated within thirty (45) days of receipt		Monthly	Up to \$5,000 per each % < 100% per month
Provider Payments	100 %	All Invoices must be adjudicated within ninety (90) days of receipt		Monthly	Up to \$5,000 per each % < 100% per month



Commonwealth of Pennsylvania

Date: **July 29, 2016**
Subject: **Medical Assistance Transportation Program Services in Philadelphia County**
Solicitation Number: **RFP 01-15**
Opening Date/Time: **September 13, 2016 2:00 PM**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

Please find attached to the solicitation the corrected Appendix R MATP CAO & Managed Care Referral Forms.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of Human Services
Division of Procurement & Contract Mgmt
Room 402 Health and Welfare Building
625 Forster Street, Harrisburg, PA 17120

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: William Spiker
Title: Director of Procurement & Contract Management
Phone: 717-214-8104
Email: RA-pwrfpquestions@pa.gov



Commonwealth of Pennsylvania



Commonwealth of Pennsylvania

Date: **September 1, 2016**
Subject: **Medical Assistance Transportation Program Services in Philadelphia County**
Solicitation Number: **RFP 01-15**
Opening Date/Time: **September 27, 2016 2:00 PM**
Addendum Number: **3**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

Please find attached to the solicitation:

1. The preproposal conference power point
2. The preproposal sign-in sheet
3. Final Questions and responses
4. Two Appendix K attachments showing the MATP Data Book

Please make note that the due date for your submission for this RFP is being extended to September 27, 2016 2:00 PM at the same location.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
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Commonwealth of Pennsylvania

Very truly yours,

Name: William M. Spiker
Title: Director of Procurement & Contract Management
Phone: 717-214-8104
Email: RA-pwrfpquestions@pa.gov

Medical Assistance Transportation Program Services (RFP 01-15)

Pre-Application Conference

Introductions

- Mac Spiker – Bureau of Financial Operations
- Tyrone Williams-Bureau of Managed Care Operations
- Other Commonwealth Staff
- Attendees

Agenda

- Ground Rules
- Background
- Critical Points
- Project Overview
- Small Diverse Business Overview
- Timeline
- Break/Question Submittal
- Preliminary, non-official answers

Ground Rules

- Sign in sheets
- Questions may be submitted in writing on the forms provided by the end of this conference
- The Commonwealth team will determine which questions may be preliminarily answered
- Any answers provided are not final until formally issued in writing
- Any changes to the Request For Proposals (RFP) will be issued as a formal written amendment
- Any communication shall be made through the RFP Project Officer (Mac Spiker)

Project Overview - Background

- The Department is seeking a transportation broker who will be responsible for the coordination of non-emergency medical transportation (NEMT) for Medical Assistance (“MA”) consumers in Philadelphia as detailed in **Part IV** of the RFP.
- As State and Federal legislative policy evolves and existing programs mature, innovative and alternative ways to deliver the highest quality healthcare at the maximum cost efficiency continue to be critical.
- The Department is looking for a transportation broker who can offer a broad range of knowledge and experience to complement and support its efforts.

Critical Points

- To minimize delays in application evaluation and to avoid rejection of your application, read the RFP carefully and submit a complete application, including signature.
- Evaluations will be based on what is submitted.
- Follow the application format as detailed in Part II of the RFP. Include the appropriate heading descriptions, respond to all requirements and provide any other relevant information as an appendix.
- Each application must have three separately sealed submittals; Technical, Cost, and Small Diverse Business. (Please pay close attention to the number of hardcopy and electronic submittals required)

Critical Points

- Do not include any cost data in the technical portion of your application.
- Applications must be received by 2:00 PM on Tuesday, September 13 , 2016.
- The resulting agreement will be for a term of three years with one 2-year renewal option.
- The RFP will be evaluated based on the following criteria:
 - Technical – 50%
 - Cost – 30%
 - Small Diverse Business Participation – 20%

Critical Points

- The technical evaluation will be based upon the following criteria, but not in any specific order:
 - Soundness of Approach
 - Offeror Qualifications
 - Personnel Qualifications
 - Understanding the Problem.

Project Overview

The Department is seeking a Grantee to provide MA consumers with appropriate and cost effective NEMT services that enables MA consumers to access necessary health care services.

Project Overview

The broad services to be provided include:

- ❖ Arrange cost effective NEMT services that reduce the number of no-shows for medical services and medical appointments due to a lack of transportation.
- ❖ Establish an adequately staffed Customer Service Center, with a sufficient number of trained call specialists and operations staff, to interact with MA consumers requesting NEMT.
- ❖ Perform gatekeeping and scheduling functions to provide for the appropriate use of the MATP.

Project Overview

- ❖ Establish a sufficient network of transportation providers that meets the service delivery needs of MA consumers.
- ❖ Have the technological capacity to meet the full scope of MATP to administer an efficient and effective program.
- ❖ Develop and maintain a complaint process that provides for the effective response to consumer issues regarding the delivery of NEMT services.

These are just the broad services. You will need to pay close attention to the details describing each of these as explained in Part IV of the RFP.

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Curtis Burwell

Procurement Compliance Officer

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Program designed to encourage participation of Small Diverse Businesses (SDB) in state contracting

- A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.
- A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated in section II of the RFP.

- Photocopy of its DGS issued certificate entitled “Notice of Small Business Self-Certification and Small Diverse Business Verification” indicating its diverse status
- Small Diverse Businesses must be named, including address and phone
- Letter of intent that specifies the type of goods or services the Small Diverse Business will provide along with percentage of commitment
- All Offerors 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
- All Offerors 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 Diverse Businesses as subcontractors

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that
AGENCY GUEST ACCOUNT

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Procurement Initiative as established by Executive Order No. 2011-09, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Construction Contractor, Construction Supplier, Design, Procurement Services, Procurement Goods, Information Technology

CERTIFICATION NUMBER: 336949-2012-07-SB-MWBE

ISSUE DATE: 07/15/2012

EXPIRATION DATE: 07/16/2015

RECERTIFIED DATE: 7/16/2014



Curtis M. Topper, Acting Secretary
Department of General Services
Commonwealth of Pennsylvania

**SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

[SDB Contact Name]
Title
SDB Company Name
Address
City, State, Zip]

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number



pennsylvania
DEPARTMENT OF HUMAN SERVICES

Timeline

- The Project Timeline includes:
 - July 29, 2016 – RFP 03-15 is issued
 - August 17, 2016 – Pre-application Conference
 - August 24, 2016 - Answers to Potential Applicants' questions will be posted to the Department of General Services (DGS) website
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Break & Question Submittal

Questions may be submitted in writing on the forms provided during this break or at the end of the conference.

Questions

- To date, **xx** written questions have been submitted by email.
- You may submit additional questions today on the forms provided.
- Questions submitted today will be read and a preliminary response will be provided.
- We will not answer any question not provided in writing.
- No answer is official until it is answered in writing.
- Answers will be posted to the DGS website as an addendum to the RFP.

RFP #01-15

- This concludes the pre-application conference.
- Answers to all questions posed will be posted to the DGS website at:
<http://www.emarketplace.state.pa.us/Search.aspx>
by close of business , 2016.
- No further questions will be entertained or answered.

Project Officer

William (Mac) Spiker
Department of Public Welfare
Bureau of Financial Operations
Health & Welfare Bldg., Rm 402
Harrisburg, PA 17120
Telephone No: (717)705-3878
<mailto:ra-pwRFPquestions@pa.gov>

Any contact with the Department concerning this RFP must be through the RFP Project Officer.

Medical Assistance Transportation Program Services (RFP 01-15)

Pre-Application Conference

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- Tyrone Williams-Bureau of Managed Care Operations
- Other Commonwealth Staff
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Curtis Burwell

Procurement Compliance Officer

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- A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.
- A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

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- Letter of intent that specifies the type of goods or services the Small Diverse Business will provide along with percentage of commitment
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- All Offerors 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 Diverse Businesses as subcontractors

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pennsylvania
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ISSUE DATE: 07/15/2012

EXPIRATION DATE: 07/16/2015

RECERTIFIED DATE: 7/16/2014

A handwritten signature in black ink, appearing to be "Curtis M. Topper". The signature is written in a cursive style and is positioned above a horizontal line.

Curtis M. Topper, Acting Secretary
Department of General Services
Commonwealth of Pennsylvania

**SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

[SDB Contact Name]
Title
SDB Company Name
Address
City, State, Zip]

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

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[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number



pennsylvania
DEPARTMENT OF HUMAN SERVICES

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- Questions submitted today will be read and a preliminary response will be provided.
- We will not answer any question not provided in writing.
- No answer is official until it is answered in writing.
- Answers will be posted to the DGS website as an addendum to the RFP.

RFP #01-15

- This concludes the pre-application conference.
- Answers to all questions posed will be posted to the DGS website at:
<http://www.emarketplace.state.pa.us/Search.aspx>
by close of business , 2016.
- No further questions will be entertained or answered.

Project Officer

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Any contact with the Department concerning this RFP must be through the RFP Project Officer.

Questions and Responses
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	RFP Section	Question	Answer
1		The RFP states that the dollar amounts expected to be spent with each Small Diverse Business are a commitment. Is the broker allowed to shift that commitment to a different Small Diverse Business if the first company does not meet the quality standards of the program?	Any proposed change must be submitted to the Department of General Services Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO). Compliance issues should be directed to the BDISBO for review.
	RFP Section	Question	Answer
2	Appendix S	Under performance metrics, the standard for average speed to answer is 60 seconds, and the target is 95%. Please clarify whether you're expecting the call center to answer 95% of all calls within 60 seconds? The current standard is an overall average of 60 seconds, which is not the same as 95% within 60 seconds.	The standard is that the speed of answer is 60 seconds for 95% of incoming calls. The sixty (60) second-response standard is that the caller is connected with a call center representative within sixty (60) seconds of the caller entering the queue. If an IVR system is in place to start the call, the standard timing starts once the caller has selected the option that leads to the call being transferred to a queue pending an available call center representative.
	RFP Section	Question	Answer
3		Can an SDB company sign multiple LOI with brokers?	Yes
	RFP Section	Question	Answer
4		If broker that wins the procurement did not use LOI with us, can they be recommended to utilize an SDB?	We are not sure what the question is asking.
	RFP Section	Question	Answer

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5	Opening Page; CD-ROM/ Flash Drive	Please clarify the following: “Two (2) separate CD-ROM/Flash Drives,...and a PDF copy of the Technical (excluding Financial Capability),....”. In the reference of excluding financial capability does the department want the entire TAB 8-Financial Capability removed or just the required financial statements that are requested?	The offeror should remove the entire Tab 8 Financial Capability.
	RFP Section	Question	Answer
6	I-12; Page 3; Proposals	Page 3, Section I-12 and the first page of the RFP seem to contradict each other. Please confirm that the bidder must submit 2 CDs or flash drives with the following information on them: 3 folders will be on each Flash drive (2 CD/Flash Drives) <ul style="list-style-type: none"> • Technical-Word version and PDF (both excluding financial capabilities) • Cost-Word version and PDF • SD Plan-Word version and PDF And 1 redacted CD of the bidders technical response (PDF file)	Four (4) CD-ROMs or Flash drives are required, as follows: <ol style="list-style-type: none"> 1. Two (2) CD-ROMS or Flash drives including: <ul style="list-style-type: none"> • Technical Submittal-Word version and PDF (both excluding financial capabilities) • Cost Submittal-Excel version and PDF • SDB Submittal-Word version and PDF 2. Two (2) CD-ROMS or Flash drives including the Technical Submittal (excluding the financial capability) in PDF 3. Only If designating information as confidential proprietary information or trade secret protected, one (1) CD-ROM or Flash drive, including a redacted Technical Submittal and excluding the financial capability in PDF.
	RFP Section	Question	Answer
7	I-13; Page 4; Small Diverse Business Information	Several SDB certified providers are not listed on the website provided on page 4. If proper documentation regarding SDB certification is maintained but those entities are not listed on the website provided, please confirm that these certified SDB providers are still applicable.	No. See RFP Part II, Section II-9 A. To receive credit for being an SDB or for subcontracting with a SDB (including purchasing supplies and/or services through a purchase agreement), an

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			Offeror must include proof of SDB qualification in the SDB participation submittal of the proposal. An SDB verified by BDISBO as a SDB must provide a photocopy of its DGS issued certificate entitled “Notice of Small Business Self-Certification and Small Diverse Business Verification” indicating its diverse status.
	RFP Section	Question	Answer
8	II-9; Page 17; Small Diverse Business participation	<p>Please confirm that the commitments of participation for individual SDB providers and overall totals are estimates only based upon the providers’ ability to meet program performance standards and participation requirements and that the SDB commitments contained in our proposal do not supersede the need to actively manage the MATP program for the benefit of the members.</p> <p>For example, if a SDB provider is habitually late in the future or otherwise is unable to meet minimum service or credentialing standards, please confirm that the broker can appropriately reduce trips assigned to SDB provider and will not then be penalized for failure to meet the estimated commitment to that SDB provider.</p>	Please see the answer to question 1.
	RFP Section	Question	Answer
9	II-9;Page 17; Small Diverse Business participation	<p>Similarly, if a SDB provider included in our proposal is determined in the future to have committed Medicaid fraud and is permanently excluded from participation in federally funded programs, please confirm the broker will not be penalized for not meeting the commitment associated with the excluded SDB provider as included in the proposal.</p>	Please see answer to question 1.
	RFP Section	Question	Answer

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10	II-4; Page 13; Corporate Experience	Will the Department please further define their interpretation of mobility management strategies so that bidders may address this requirement accordingly? If possible, please provide an example of such strategies currently deployed.	The Department is interested in the Offeror's interpretation of mobility management strategies and the Offeror's proposed solution to deploying such strategies.
	RFP Section	Question	Answer
11	II-4; Page 13; References	<p>This section states "The Offeror must provide at least three (3) relevant, non-DHS references from entities for whom the Offeror has provided within the past five (5) years services of similar scope and size."</p> <p>Philadelphia County's medical transportation program is one of the largest and most complex metropolitan based programs in the country. In order to ensure responses are received from qualified bidders only, would DHS consider defining the minimum criteria necessary to satisfy the Department's definition of "similar scope and size"?</p> <p>When defining, please include specific geographic parameters, minimum lives covered (>500,000 Lives), mass transit utilization (>1,000,000), and volume of trips provided (>4,000,000 trips).</p>	The Department will determine the similarity of the size and scope of services provided. In addition, the Department is providing additional information and data concerning the Philadelphia MATP in the attached Appendices K-1 and K-2, which replace the Appendix K currently on the DGS website. Please refer to attached Appendix K-1 MATP Data Book and attached Appendix K-2 MATP RFP 01-15 Philadelphia Data as to the size and scope of the program.
	RFP Section	Question	Answer
12	II-5; Page 14; Staffing Plan	<p>This section states/requires that "A minimum of three (3) client references for each key personnel must be identified and must be outside clients (non-DHS) who can give information on the individual's experience and competence to perform activities similar to those requested in this RFP."</p> <p>As the incumbent charged with management of Philadelphia County's MATP program since 2006, a number of the Key Personnel serving these positions began as CSRs (or similar roles) and have grown professionally within the organization over the years; having risen from the ranks based on their work effort, success, knowledge of the program, and experience. As such, the requirement to identify 3 non-DHS references on the individual's experience and competence to perform activities similar to those requested in this RFP will not be possible.</p> <p>Given the limitations described above, would the Department consider more than 3 years' experience managing Philadelphia County's MATP program as a means to satisfy the requirement for client references?</p>	No.
	RFP Section	Question	Answer

Questions and Responses
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13	II-5; Page 14; Staffing Plan	If no, would the Department consider 3 personal references to satisfy this requirement or consider replacing this new requirement with the requirement used in the last 2010 RFP?	No.
	RFP Section	Question	Answer
14	Section B.1, Page 25; IV-1 Objectives	“Arrange cost effective NEMT services that reduce the number of no-shows for medical services and medical appointments due to a lack of transportation.” Can the department provide data or statistics of how often consumers no-show to medical appointments due to lack of transportation to use as a benchmark to measure if this objective is achieved?	Please refer to the attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
15	Work Statement; Page 25; Nature and Scope of the Project	Philadelphia County currently has approximately 562,109 total MA Consumers. The data book shows 583,025 in Feb 2016; can PA MATP please explain the difference?	The data reflects two different periods.
	RFP Section	Question	Answer
16	Work Statement; Page 26; Nature and Scope of the Project	Intra-County token on SEPTA currently costs \$1.80 and a monthly intra-county Transpass is \$91.00. Question: Is current trip utilization provided for daily or weekly passes?	Of the passes purchased in 2016: 67% are for Day Passes and 33% are for monthly passes
	RFP Section	Question	Answer
17	Work Statement; Page 26; Nature and Scope of the Project	Also, we understand that a Member may be required to use several transfers to get to and from their appointment and therefore it makes financial sense to utilize a day pass (at \$8.50 per Pass) over providing a token for each transfer.	The Offeror should propose its best solutions to meet the objectives and requirements of the RFP. Offerors are free to consider the use of day passes as part of its solution.
	RFP Section	Question	Answer

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18	Work Statement; Page 26; Nature and Scope of the Project	Can you provide the percentage of trips that are utilized for Daily passes vs Monthly?	See response to question 16.
	RFP Section	Question	Answer
19	Work Statement; Page 26; Nature and Scope of the Project	Over the history of Septa, it appears that they have historically raised their rates every other year, however when the increases do occur they are substantial, usually representing an increase of 10 to 13%. Is the Agency aware of any future SEPTA rate increases that the bidders should be aware of?	No; however, SEPTA does not consult the Department about its fare increases.
	RFP Section	Question	Answer
20	IV-2; Page 26; Nature and Scope of Project	Mass Transit trips typically require multi-connections or transfers via train/bus/etc. As a result, daily passes are typically used instead of tokens at the daily pass rate of \$8.50 compared to \$1.80 per token. Will DHS still allow for the use of day passes as they are not mentioned in the RFP?	See response to question 17.
	RFP Section	Question	Answer
21	IV-2; Page 26; Nature and Scope of Project	Does DHS know when the transition to smart cards will take place?	No.
	RFP Section	Question	Answer
22	IV-2; Page 26; Nature and Scope of Project	If so, how will this impact costs?	Please see response to question #21.
	RFP Section	Question	Answer
23	IV-4; Page 32; Initial Notice and Consumer Handbook	This section states "The selected Offeror must develop and mail a MATP Consumer Handbook, at a minimum, to all users of MATP services in Philadelphia prior to the selected Offeror assuming responsibility for the provision of transportation services." Please confirm that this mailing requirement is applicable to current utilizers of the service and/or upon request only and is not applicable to all eligible Medicaid members?	Yes, the selected offeror must provide an initial consumer handbook and notice at a minimum to all current MATP users.

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	RFP Section	Question	Answer
24	IV-4/ Page 32; Initial Notice and Consumer Handbook	In regards to the required mailing, is the awarded vendor permitted to provide the Handbook via other means besides hard copy/paper? (For example, postcard with link to website/etc.).	Yes. The selected offeror may provide the handbook in formats other than hard copy. If this option is exercised, the offeror must inform MATP consumers what formats are available and how to access each format. Upon request, the Offeror must provide a hard copy version of the handbook to the consumer.
	RFP Section	Question	Answer
25	IV-4; Page 43; Authorize and Schedule Transportation	While we understand the desire to provide more flexibility for consumers in reducing advanced notice from 3 days to 2 days, a significant number of mass transit passes are mailed to consumers on a daily basis. By reducing advanced notice requirements to 2 days, there will be a significant increase in mailing expense to ensure timely receipt. Would the state consider modifying the 2 day requirement to 3 days in order to allow sufficient time for mailing of transit passes?	Yes, the selected offeror may use the 3-day scheduling requirement.
	RFP Section	Question	Answer
26	IV-4; Page 45; Mileage Reimbursement	This section states “The selected Offeror may determine the rate per mile, but the rate may not exceed the cost of a monthly transit pass (currently \$91.00/Mo) plus parking and tolls.” Please confirm that the mileage reimbursement rate can be set by the awarded vendor and that the total of all mileage reimbursement expenses for a consumer in a month cannot exceed the cost of a monthly pass (currently \$91.00/Mo).	The selected Offeror may determine the mileage reimbursement rate per mile, but the total of all mileage reimbursement expenses for a consumer in a month cannot exceed the cost of a monthly transit pass (currently \$91.00/Mo) plus parking and tolls.
	RFP Section	Question	Answer
27	Q.3; Page 47; Q. Pick-up and Drop-off Standards; 3. Paratransit One-Hour Rule	This section states, “[t]he selected Offeror shall not pick up consumers more than one (1) hour after a medical visit has concluded.” Please confirm this standard should read more than one (1) hour after the consumer calls for the return pick-up.	If the selected offeror requires consumers to call for the return pick-up, the selected Offeror shall not pick up consumers more than one (1) hour after the pick-up return call.
	RFP Section	Question	Answer

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28	Q.5; Page 48; Q. Pick-up and Drop-off Standards	This section states, “if the transportation provider does not arrive within 30 minutes of the scheduled pick up time, a completed trip does not occur.” Please confirm that transportation providers are still paid for the late trips and should be included in the encounter submission to the state.	Trips that do not arrive within the 30-minute window may not be submitted for payment as a completed trip. The Department is not interested in a transportation network that is systemically late, increasing the likelihood of missed medical appointments for MA consumers.
	RFP Section	Question	Answer
29	Q.5; Page 48; Q. Pick-up and Drop-off Standards	Please confirm the late trips as described are included in the data provided with this RFP for purpose of calculating projected program cost.	Late trips are not included in the data provided with this RFP.
	RFP Section	Question	Answer
30	IV-4; Page 48; Verification of Trips	This section states “The selected Offeror shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the medical service provider prior to transportation services being provided. The selected Offeror shall perform and document a post trip verification review of trips and verify “routine trips” are for medical services.” This language could be interpreted to indicate that 100% pre and post trip verifications must be conducted for all routine transports at a significant cost to the program. However, the industry standard is that a sample of all trips are subject to pre-trip and post-trip verification. Does the department have a predetermined level (percentage of trips) of trip verifications that should be performed under this contract OR is the Department expecting bidders to propose their verification percentage within their response?	The Department is expecting offerors to propose their verification process and percentage within their response.
	RFP Section	Question	Answer
31	IV-4; Page 49; T. Consumer No-Shows	Will the bidder be allowed to continue to suspend consumers after having two or more no-shows within 90 days?	No.
	RFP Section	Question	Answer

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32	Appendix K; Cost Submittal Pricing Template Per Member Per Month	In tab I Mirror, the “Month 1” member is 609,979 and in the data book, Feb 2016 reflects 583,025 which is 5% growth. Can the state please explain how “Month 1” members was derived?	The number of MA eligibles in Philadelphia County in the mirror tab in Appendix J is projected and the number of MA eligibles in Appendix K-1 is actual.
	RFP Section	Question	Answer
33	Appendix J; Cost Submittal Form	Month over Month member growth is .33%. Can the state please provide support as to how the growth percentage was derived?	<p>The growth assumption was driven primarily by our estimates of numbers of eligibles resulting what is referred to as the “Fast Track Enrollment” initiative. PA is among the states that received a waiver from CMS to allow the state to reach out to non-elderly, non-disabled SNAP (food stamp) participants who are not enrolled in Medicaid, and to parents whose children are financially eligible for Medicaid at levels indicating likely parental eligibility.</p> <p>From January through July 2016, we have actually seen MA member months in Philadelphia increase by an average of 0.6% per month.</p>
	RFP Section	Question	Answer
34	Appendix S; Page 1; On-time Service for Medical Appointments	Under the “Assessment” column for this performance metric, it states “Up to \$5000 for each % 1%>90%.” Please confirm that the Assessment for this metric should read “Up to \$5000 for each \$ <90%”.	It should read “Up to \$5000 for each % >90%”.
	RFP Section	Question	Answer
35	Appendix S; Page 2; Average Speed to Answer	As calculated in the RFP, the performance standard of 95% of calls answered within 60 seconds would require a significant increase in CSRs compared to the current contract. The industry standard is ASA of 60 seconds. We are looking for you to clarify your intention that the average speed to answer is calculated as an average versus how it is calculated in the RFP as only allowing 5% of all calls on a monthly basis to be answered in greater than 60 seconds.	See response to question 2.
	RFP Section	Question	Answer

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36	Appendix S; Page 2; Average Speed to Answer	In addition, given the industry standard for call center performance is an average speed to answer of 90% within 60 seconds, would the department consider modifying the requirement to 90% vs. 95%?	No.
	RFP Section	Question	Answer
37	Page iv.; Calendar of Events	Will the Department please release the anticipated award date and implementation (go-live)?	The Department anticipates an implementation date of May 1, 2017.
	RFP Section	Question	Answer
38	Section B; Page 13	“Paratransit” is used throughout the RFP and attachments. In our experience, sometimes Paratransit refers to all third-party commercial providers with wheelchair vehicles and wheelchair service; while other times paratransit is defined as the ADA Dial-A-Ride Service on public transit (as offered by SEPTA). Will you please define the Department’s definition (for this RFP) of “paratransit”?	See RFP Part IV, Section IV-4. Section P.4. Paratransit, Paratransit includes but is not limited to passenger cars, vans, small buses, taxicabs, wheelchair vans, etc., that are more flexible than conventional fixed-route transit, but more structured than the use of private automobiles. This includes vehicles carrying, at any one time, unrelated passenger(s) with different origins and/or destinations. Paratransit also includes multi-modal.
	RFP Section	Question	Answer
39	Section II-9; Page 17	Will you please provide the most current and/or available Quarterly Utilization Report on SDB participation?	This information is not necessary for the preparation of a proposal.
	RFP Section	Question	Answer
40	Section II-10; Page 18	Will you please provide the current PMPM cost (and/or a copy of the current MATP agreement)?	Offerors may access the current MATP agreement on the Treasury website.

Questions and Responses
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	RFP Section	Question	Answer
41	Section J/ Page 39	Will you please provide a list of existing transportation providers and their contact information, as well as their compensation/rates per mode (if available)?	The Department does not have the requested information.
	RFP Section	Question	Answer
42	Section J/ Page 39	Will you identify which providers perform rural trips?	The Department does not have this information.
	RFP Section	Question	Answer
43	Section J/ Page 39	Which providers are SDB certified?	When the current MATP agreement was procured, offerors were encouraged to use Disadvantaged Businesses (DB) and not SDBs. The requirements for SDBs are different from those for DBs and the Department is unaware if the incumbent's DBs are also SDBs.
	RFP Section	Question	Answer
44	Section IV-2; Page 26	Will you please clarify if this is 74% of total trips on fixed route, or the total of all trips on fixed-route, ADA Paratransit, Senior Citizens Ride Free and Shared-Ride programs?	This is the number of total public transportation trips. It does not include ADA Paratransit, Senior Citizens Ride Free and Shared-Ride programs.
	RFP Section	Question	Answer
45	Section IV-2; Page 26	What % (or how many per year) of ambulatory trips are on public transportation?	The Department does not have this information.
	RFP Section	Question	Answer
46	Section IV-2; Page 26	What % (or how many per year) of wheelchair trips are on public transportation?	The Department does not have this information.
	RFP Section	Question	Answer
47	Appendix K; MATP Data Book	Will you please define mass transit vs. paratransit?	Please see response to question No. 38.
	RFP Section	Question	Answer

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48	Appendix K; MATP Data Book	Can you distribute population (user member count) by ambulatory and wheelchair service?	The Department has provided this information in the attached Appendices K-1 and K-2, which replace the Appendix K currently on the DGS website. Please refer to the attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
49	Appendix K; MATP Data Book	Will you confirm there is no stretcher, bariatric stretcher or ambulance service needed?	No stretcher, bariatric stretcher or ambulance service is needed.
	RFP Section	Question	Answer
50	Appendix K; MATP Data Book	We seek to better understand (1) the number of trips broken down my mode: Ambulatory, Wheelchair, Stretcher, Bariatric, Ambulance, Public Transit, and Mileage Reimbursement.	The Department has provided information on the number of trips by mode in the attached Appendices K-1 and K-2, which replace the Appendix K currently on the DGS website. Please refer to attached Appendix K-1 MATP Data Book and attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
51	Appendix K; MATP Data Book	(2) Total miles or average mileage per trip (broken down my mode: Ambulatory, Wheelchair, Stretcher, Bariatric, Ambulance, Public Transit, and Mileage Reimbursement)	We do not collect information by miles.
	RFP Section	Question	Answer
52	Appendix K; MATP Data Book	(3) membership by population (per Appendix L MATP Eligibility categories)	Please refer to attached Appendix K- 1 MATP Data Book.
	RFP Section	Question	Answer
53	Appendix K; MATP Data Book	(4) call center volume (total calls received)	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer

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54	Appendix K; MATP Data Book	(5) any current performance metrics (% onetime, # missed trips, # of calls answered, # of abandoned calls, ASA)—is there any data available to address these 5 key concerns?	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
55	Section I-12; Page 2-3	This section has conflicting information with the RFP Cover Letter. Please confirm that Offerors are required to submit one (1) Original Technical Proposal along with the six (6) Copies	Offerors must submit six (6) Technical Submittals, including an Original.
	RFP Section	Question	Answer
56	Section I-12 Proposals; Page 3	Please clarify what is required for the electronics submittal. Are we to submit two (2) CDs/flash drives with the entire proposal response on each (Technical, Cost, SDB) in Microsoft Office compatible versions and two (2) additional CDs/flash drives containing the Technical Submittal only (pdf format) for a total of four (4) CDs/flash drives?	Please see response to question 6.
	RFP Section	Question	Answer
57	Section I-12 Proposals; Page 3	If the additional 2 CDs/flash drives are to have only the Technical Submittal, please clarify what is meant by “include separate folders”?	Separate folders are not required.
	RFP Section	Question	Answer
58	Section I-12. Proposals; Page 3	Not all files may be available in a Microsoft Office format (i.e. signed forms, financial statements, reference questionnaires, etc). if Offerors provide the main response portion in Microsoft Word, may other documents be submitted in a pdf format?	The RFP also provides for Microsoft Office compatible formats; i.e. PDF. Yes.
	RFP Section	Question	Answer
59		Please confirm the Proposal Cover Sheet should be submitted with the Technical Submittal.	Yes, the Proposal Cover Sheet must be included in the Technical Submittal.
	RFP Section	Question	Answer

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60	Section II-10 Cost Submittal; Page 18	Please provide PMPM rate paid to current Transportation broker.	Please see response to question No. 40.
	RFP Section	Question	Answer
61	Section II-10 Cost Submittal; Page 18	Would the Department consider reviewing start-up costs as a separate line item so that bidders and incumbent price proposals can be compared equally?	As indicated in Part RFP Part III, Section III-4, B., the total cost must be utilized in the evaluation of Cost.
	RFP Section	Question	Answer
62	Section II-10 Cost Submittal; Page 18	Please elaborate on the statement, "Offerors should not include any assumptions in their cost submittals." Does this mean that bidders should not present any type of financial narrative to accompany their cost proposal sheets?	Correct – a financial narrative is not needed. In addition, Offerors should price their proposal based on the RFP requirements.
	RFP Section	Question	Answer
63		Please provide current call center volume, including a breakout of call type by month for the past two years including: <ul style="list-style-type: none"> a. Number of calls received b. Number of cancellation calls c. Number of calls answered d. Average hold time e. Average call length f. Percentage of calls abandoned 	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
64		Please provide current call center staffing numbers used by current Transportation Broker.	The Department does not have this information.
	RFP Section	Question	Answer
65	Page 36; 6	Please confirm that overflow, emergency backup, and after hour calls may be handled at an out-of-state call center for maximum cost efficiencies. The ability to utilize existing staff and infrastructure for these purposes will have a significant impact on pricing.	Yes, offerors may propose the use of an out-of-state call center for overflow, emergency back up, and after hour calls.
	RFP Section	Question	Answer

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66	Section M; Page 43; Paragraph 3	“The Offeror shall complete valid requests for urgent care transport within three (3) hours of the time the consumer makes the request.” Is the Offeror to secure transportation within the timeframe or have a subcontractor complete the first leg of the transport within the timeframe?	In order to complete a valid request for urgent care transportation, the selected Offeror, at a minimum, must have secured transportation for the consumer within three hours of the consumer’s request.
	RFP Section	Question	Answer
67	Section M; Page 43; Paragraph 3	If the intent is to complete the first leg of transport within the timeframe, will special consideration be given for the length of trip and/or time of day due to heavier traffic patterns?	The intent is for the selected Offeror, at a minimum, to have secured transportation for the consumer within three hours of the consumer’s request.
	RFP Section	Question	Answer
68	Page 46; 6; Non- Emergency Medically Necessary Ambulance Transportation	Please provide utilization numbers for stretcher/ambulance requests.	The selected Offeror will not be responsible for stretcher/ambulance requests.
	RFP Section	Question	Answer
69	Page 46; 5; Exceptional Transportation	Are the costs for meals and lodging to be covered by the broker or are they paid directly by the Department?	The selected Offeror is not responsible for meals or lodging.
	RFP Section	Question	Answer
70	Page 46; 5; Exceptional Transportation	If the broker is responsible, please provide the number and cost for all associated costs for the past two years.	See response to Question No. 69.
	RFP Section	Question	Answer

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71	Page 46; 5; Exceptional Transportation	Is the CAO also responsible for arranging the services, or will it be the broker's responsibility to book hotels, airfare, etc?	See RFP Part IV, Section IV-4.P.5 Exceptional Transportation. The selected offeror will only be responsible for referring exceptional transportation trips to the appropriate CAO.
	RFP Section	Question	Answer
72	Page 48; 6; Verification of Trips	Please clarify that a pre-and post-trip verification may be performed on a statistically valid sample of trips and does not need to be performed 100% of the time.	The Department is expecting offerors to propose their verification process and percentage within their response.
	RFP Section	Question	Answer
73	Appendix K	Please provide Appendix K in Microsoft Excel format.	DGS's eMarketPlace posting requirements do not permit the posting of modifiable documents; Cost Submittals are the only exception. Please note that the Department has replaced Appendix K with the attached Appendices K-1 and K-2.
	RFP Section	Question	Answer
74	Appendix K	Please confirm that the "Trips" reported in the Data Book Information are one-way trip legs and not round trips.	All trips reported are one-way.
	RFP Section	Question	Answer
75	Appendix K	Are any trips currently provided by volunteers?	The Department does not have information on the number of trips provided by

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			volunteers.
	RFP Section	Question	Answer
76	Appendix K	If so, please provide the trip data by month for past 2 years.	Please see response to question No. 75.
	RFP Section	Question	Answer
77	Appendix K	Can the Department provide the number of scheduled and completed (paid) trip legs by month for the last 2 years with pick-up and drop-off addresses and appointment times for each leg of trip, in order to evaluate the potential for routing and scheduling efficiencies of paratransit trips?	The Department does not have this information.
	RFP Section	Question	Answer
78	Appendix K	Please quantify the number of denials and type of denials per month in CY2015 and Q1 2016, as experienced by the current Transportation broker?	The Department does not have this information.
	RFP Section	Question	Answer
79	Appendix K	Please provide data by month for the past 2 years, if available, on distribution of trips by travel reason? E.g. Dialysis, Drug treatment, Adult Day Care, Primary Care, etc.	Please refer to attached Appendix K-2MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
80	Appendix K	Please provide the average trip distance (in miles) by mode of transportation?	The Department does not have this information.
	RFP Section	Question	Answer
81	Appendix K	Please quantify number of denials and type of denials per month in CY2015 and Q1 2016, experienced by current broker?	Please see response to question No. 78.
	RFP Section	Question	Answer

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82	Appendix K	Please provide the number of mass transit passes distributed by type (Monthly, Weekly, Daily passes) and by month for the past 2 years.	The Department does not have this information.
	RFP Section	Question	Answer
83	Appendix K	Are mass transit trips are provided through SEPTA only or there are any other agencies?	Mass transit trips are only provided through SEPTA.
	RFP Section	Question	Answer
84	Appendix K	Please specify the percentage of wheelchair transportation in the Paratransit category?	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
85	Appendix K	(continued from above) Are non-emergency ambulance (ALS/BLS) and stretcher included in this category?	No.
	RFP Section	Question	Answer
86	Appendix K	What is the current cost under the present contract for each category or mode of transportation (i.e. ambulatory, vehicle taxi, sedan, passenger van, wheelchair vehicle, Mileage Reimbursement, public transit)?	The Department does not have this information.
	RFP Section	Question	Answer
87	Appendix K	Please provide the historical trip data by month for the past 2 years for Recipient no show and Provider no shows?	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
88	Appendix K	Please provide the historical trip data by month for the past 2 years that are being provided to behavioral health recipients?	Please refer to attached Appendix K-2 MATP RFP 01-15 Philadelphia Data.
	RFP Section	Question	Answer
89	Appendix S-MATP Performance	The RFP states conflicting timeframes for adjudicating invoices. One metric states that "Accurate Invoices must be adjudicated within thirty (30) days of receipt," and	The appendix has a typographical error. The description of the Provider payment for the

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	Measures, Table 3, 2 nd Provider Payments line	the next line states that “Accurate Invoices must be adjudicated within thirty (45) days of receipt.” Please clarify if the requirement is 30 or 45 days.	100% target should be “Accurate invoices must be adjudicated within forty five (45) days of receipt” so that the standard is consistent with the timeframes set forth in RFP Part IV, Section IV-4K.7.
	RFP Section	Question	Answer
90		Please clarify the start date and estimated award date of the contract.	Please see response to question No. 37.
	RFP Section	Question	Answer
91		Will the Department consider allowing a two week delay for the proposal due date?	Yes, proposals will be due on September 27, 2016.
	RFP Section	Question	Answer
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	RFP Section	Question	Answer
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	RFP Section	Question	Answer
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	RFP Section	Question	Answer
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	RFP Section	Question	Answer

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	RFP Section	Question	Answer
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	RFP Section	Question	Answer
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RFP 01-15
 Pre-Proposal Conference
 August 17, 2016

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