

COPY – I.D.

AGREEMENT NUMBER:

4100085923

**PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES**

**Maximus Enrollment
Sole Source Grant
Agreement**



GRANT AGREEMENT

This GRANT AGREEMENT is made between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES (Department or DHS), and MAXIMUS HEALTH SERVICES (Grantee or Maximus) operating at 1891 Metro Center Drive, Reston, VA 20190-5287

WITNESSETH:

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

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

WHEREAS, the Department expects to allocate \$36,242,320.00 from funds expected to be appropriated for the program;

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

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

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

1. The term of this grant shall be from January 1, 2020 to December 31, 2020. In its sole and complete discretion, the Department may extend the term of this grant on the same terms and conditions for three additional six month periods. If the Department extends the Agreement, the Department may request a revised Work Statement and Grantee will provide a revised Work Statement to the Department. Upon approval by the Department, the revised Work Statement will become part of this Grant Agreement.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:


Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Budget
Rider 4	Standard Grant Terms and Conditions
Rider 5	DPW Addendum to Standard Contract Terms and Conditions
Rider 6	Commonwealth of Pennsylvania Business Associate Addendum

4. The Riders listed above, as they may be applicable to this grant, are attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$36,242,320.00, and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through a Funding Adjustment as a result of the exercise of the Department's option to extend the agreement.
6. This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 4, upon thirty (30) days prior written notice.
7. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

[Remainder of page intentionally left blank.]

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

SIGNATURE
PRINT OR TYPE NAME AND TITLE

GRANTEE

SIGNATURE
PRINT OR TYPE NAME AND TITLE
Bruce Perkins Sr. Vice President

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES**

Secretary or designee
Carrie Thompson Digitally signed by Carrie Thompson
Date: 2020.03.30 13:15:49 -04'00'

SIGNATURE

COMPTROLLER OPERATIONS

Matthew Eng Digitally signed by
Matthew Eng
Date: 2020.04.14
07:45:25 -04'00'

SIGNATURE COMPTROLLER OPERATIONS

Approved as to Legality and Form:

Sallie A. Rodgers Digitally signed by Sallie A. Rodgers
Date: 2020.04.13 09:45:48
-04'00'

**OFFICE OF LEGAL COUNSEL
DEPARTMENT OF HUMAN
SERVICES**

Form: 14-FA-1.0
Form 14-FA-3.0

**DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY
GENERAL**

Form: 14-FA-1.0
Form 14-FA-3.0

**DEPUTY GENERAL COUNSEL
OFFICE OF GENERAL
COUNSEL**

RIDER 1

PAYMENT PROVISIONS

1. Compensation/Types of Services. The Department will pay the Maximus for the services rendered pursuant to this Grant Agreement, as follows:
 - a. Subject to the availability of state and federal funds and the terms and conditions of the Grant Agreement, DHS will pay Maximus for services performed under this Grant Agreement. The Department estimates total payments under this Agreement to be \$36,242,320.00; and DHS will not pay Maximus in excess of this amount unless increased by a Funding Adjustment pursuant to Paragraph 5 of the Grant Agreement.
 - b. The Department will make payment to Maximus in accordance with Rider 3 Budget that is included in this Agreement. The Department will compensate Maximus using a monthly fee for services rendered in the prior month. The Department will pay Grantee the monthly fee specified in Rider 3 Budget for the independent broker enrollment services provided by Maximus. The monthly fee is a firm fixed all-inclusive payment and Maximus is not entitled to any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered other than that provided for in this Rider 1.
 - c. The Department will disapprove any amounts that are not in accordance with the terms of the Grant Agreement and may adjust payment to Maximus accordingly.
2. Invoicing. Each month, Maximus shall submit a single invoice (hard copy and electronic formats) for Services provided during the preceding month. Maximus shall submit invoices within 20 days following the end of the month in which Services were provided. The invoice will include Maximus' certification that the services supplied have met all required standards set forth in this Grant Agreement. The certification will be documented by a signature of a person who is authorized to represent Maximus.

Invoices will contain the following information:

- a. The Grant Agreement number;
 - b. Charges by Line item;
 - c. The Grantee's SAP vendor number;
 - d. The period covered by the invoice;
 - e. The date submitted;
 - f. A copy of the written acceptance of the deliverable (if applicable);
 - g. An executive summary detailing the enrollments completed for the month; and
 - b. Any additional information and documentation requested by DHS.
3. Maximus must comply with applicable federal and state audit requirements, including the Uniform Administrative Requirements, Cost Principles and Audit Requirements and is subject to audit in accordance with Audit Clause C attached to Rider 5.
 4. The Commonwealth will make payments to Grantee through Automated Clearing House (ACH)

Network. Within 10 days of the final approval of this Grant, Grantee must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street -9th Floor, Harrisburg, PA 17101.

Grantee must submit a unique invoice number with each invoice number submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable Grantee to properly apply the state agency's payment to the respective invoice or program.

Grantee must ensure that the ACH information contained in the Commonwealth's Central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

[Remainder of page intentionally left blank.]

RIDER 2

STATEMENT OF WORK

IV-1. Scope of the Work.

Maximus shall operate as an Independent Enrollment Broker (IEB) and shall provide enrollment assistance services and Choice Counseling to individuals who submit an application for long-term services and supports (LTSS) through fee-for-service (FFS) waiver programs administered by the DHS Office Long-Term Living (OLTL), Community HealthChoices (CHC) and Pennsylvania's Living Independence for the Elderly (LIFE) Program.

IV-2. Definitions; Effective Date and Compliance Deadlines; Work Plan.

A. Definitions. When used in this Statement of Work, the terms set forth below have the following meanings:

Abuse. Any practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary costs to the Medical Assistance (MA) Program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards or agreement obligations and the requirements of state or federal law and regulations for healthcare.

APPRISE. A free, unbiased health insurance counseling service administered by the Pennsylvania Department of Aging (PDA) that assists Medicare beneficiaries in understanding their Medicare insurance benefits and coverage, comparing health insurance and prescription drug plans, and assisting with eligibility and enrollment for government programs that help pay Medicare expenses, including the MA Program.

Area Agency on Aging (AAA). A community-based organization that serves as the aging network under the PDA and provides Older American Act Services, Pennsylvania Lottery-funded Home and Community Based Services (HCBS), and advocacy to older adults and their families.

Behavioral Health Managed Care Organization (BH-MCO). An entity operated by county government or licensed by the Commonwealth as a risk-bearing Health Maintenance Organization or Preferred Provider Organization, which manages the purchase and provision of behavioral health services under an agreement with DHS.

Behavioral Health Services. Mental health and drug and alcohol services which are provided to MA Beneficiaries.

Business Day. Monday through Friday, except for those days recognized as Federal Holidays or Pennsylvania state holidays.

CHC Participant. An MA Beneficiary who: (i) is enrolled in CHC; or (ii) has been determined eligible to participate but is not yet enrolled in CHC. The term includes CHC-LTSS

Participants and CHC nursing facility ineligible (NFI) Dual Participants.

CHC-LTSS Participant. A CHC Participant who has been determined financially and clinically eligible to receive LTSS under the CHC Program.

CHC-NFI Dual Participant. A CHC Participant who is: (i) NFI and (ii) a Dual Eligible.

CHC Zone. A Zone where CHC is operational.

Choice Counseling. The provision of unbiased information and services designed to assist IEB Customers in making informed enrollment decisions when: (i) enrolling in CHC and selecting a CHC-MCO and Primary Care Practitioner (PCP); enrolling in LIFE and selecting a LIFE Program; or selecting a Service Coordination Entity when enrolling in an OLTL HCBS Program.

Client Information System (CIS). DHS's database, which contains MA Beneficiary demographic and eligibility information.

Clinical Eligibility Determination. A determination made by DHS that an LTSS Applicant is Nursing Facility Clinically Eligible (NFCE), NFI or needs the level of care provided in an Intermediate Care Facility for Individuals with Other Related Conditions {ICF/ORC).

Community HealthChoices Managed Care Organization (CHC-MCO). A risk-bearing HMO that manages the purchase and provision of physical health services and LTSS for CHC Participants under an agreement with DHS.

COMPASS. DHS online application, which can be used to apply for benefit programs and services administered by DHS, including LTSS.

Complaint. Any issue brought to Maximus' attention by an IEB Customer or his or her authorized representative or guardian, or by an advocate or agency for the purpose of assistance or resolution. A Complaint does not include a decision by DHS regarding coverage or medical need of a service.

Disenrollment. The process by which a Participant's participation in an OLTL Program is terminated.

Dual Eligible. An individual who is enrolled in both Medicare and Medicaid.

Dual Eligible Special Needs Plan (D-SNP). A Medicare Advantage Plan that primarily or exclusively enrolls Dual Eligibles.

Enrollment. The process by which a Participant is enrolled in an OLTL Program.

Fraud. Any type of intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to the entity, him/herself, or some other person. It includes any act that constitutes fraud under applicable

federal or state law.

Functional Eligibility Determination (FED). A functional assessment of an LTSS Applicant, which is made using a DHS-designated tool.

Home and Community-Based Services. A range of services and supports, including assistance with Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), which are provided to Participants in their homes and communities to promote their ability to live independently to the greatest degree and remain in their homes for the longest time as is possible.

Home and Community-Based Services Information System (HCSIS). The information system used to maintain consumer records centrally for several OLTL programs, including the OLTL HCBS waiver programs.

IEB Customer. An individual who contacts or is referred to Maximus for Choice Counseling or enrollment assistance in connection with an OLTL Program. The term includes LTSS Applicants, Potential LTSS Applicants, and Participants and their designated representatives.

Independent Assessment Entity (IAE). An entity that completes FEDs for LTSS Applicants.

Living Independence for the Elderly. A comprehensive service delivery program that provides comprehensive healthcare services and LTSS under dual capitation agreements with Medicare and the MA Program to individuals age 55 and over who are NFCE and reside in a LIFE service area.

LIFE Provider. A risk-bearing organization that has a dual capitation agreement in effect with the Medicare and the MA Programs to operate a LIFE program in a designated LIFE service area.

Long Term Services and Supports. A broad range of services and supports designed to assist an individual with ADLs and IADLs, which can be provided in a home and community-based setting, a nursing facility, or other residential setting. LTSS may include, but are not limited to: self-directed care; adult day health; personal emergency response systems; home modification and environmental accessibility options; home and personal care; home health; nursing services; specialized medical equipment and supplies; chore services; social work and counseling; nutritional consultation; home-delivered meals and alternative meal service; and nursing facility services.

LTSS Applicant. (i) An individual who signs or, on whose behalf, his or her representative signs a hard copy LTSS Application and submits it to Maximus or to a County Assistance Office (CAO); (ii) an individual who submits or, on whose behalf, his or her authorized representative or Maximus submits an LTSS Application through COMPASS; (iii) an MA Beneficiary, who, or, on whose behalf, his or her representative makes a request to Maximus to receive HCBS under an OLTL Program; or (iv) a Potential LTSS Applicant who, or, on whose behalf, his or her representative makes a request to Maximus to receive HCBS under an OLTL Program.

LTSS Application. The PA 600L or such other form as may be designated by DHS as the application for LTSS or a request to receive HCBS under an OLTL Program that is made by a MA Beneficiary to Maximus.

LTSS Application Date. The earliest date on which the following occurs: (i) the LTSS Application is submitted via COMPASS; (ii) the signed LTSS Application is received by Maximus; (iii) the signed LTSS Application is received by the CAO; or (iv) the MA Beneficiary makes a request to receive HCBS to Maximus.

MA Beneficiary. A person who has been determined eligible to receive health-related services under the Pennsylvania MA Program.

Network. All Network Providers with a CHC-MCO who provide covered services to CHC Participants enrolled with the CHC-MCO.

Network Provider. A Provider who has a written provider agreement with and is credentialed by a CHC-MCO.

Nursing Facility Clinically Eligible. Having clinical needs that require the level of care provided in a Nursing Facility.

Nursing Facility Ineligible. Having clinical needs that do not require the level of care provided in a Nursing Facility.

OLTL HCBS Programs. The Act 150 Attendant Care Program and the OBRA Waiver Program.

OLTL Programs. CHC, LIFE and the OLTL HCBS Programs.

Participant. An individual who: (i) is enrolled in an OLTL Program; or (ii) has been determined eligible to participate but is not yet enrolled in an OLTL Program.

Physical Health HealthChoices Managed Care Organization (PH-MCO). A risk-bearing HMO that manages the purchase and provision of physical health care services under an agreement with DHS.

Plan Transfer. The processes by which a CHC Participant changes CHC-MCOs.

Potential LTSS Applicant. An individual who self-refers or is referred to Maximus because the individual is, or may be, interested in receiving HCBS under an OLTL Program but who has not yet submitted an LTSS Application.

Program Transfer. The processes by which a Participant disenrolls from an OLTL Program and enrolls in another OLTL Program.

Primary Care Practitioner. A specific physician, physician group or a Certified Registered Nurse Practitioner operating under the scope of his or her licensure, who is responsible for supervising, prescribing, and providing primary care services; locating, coordinating and monitoring other medical care and rehabilitative other medical care and rehabilitative services on behalf of a CHC Participant.

Provider. A person, firm, or corporation that is enrolled to participate in the MA Program and provides services or supplies to MA beneficiaries.

Social Assistance Management System (SAMS). The information system used to maintain consumer records centrally for the Aging Waiver.

Vital Documents. Documents that contain information that is critical for understanding the eligibility and enrollment process for OLTL Programs, including the LTSS Application Packet, the CHC Pre and Post Enrollment Packets, and IEB Customer and Participant notices and letters.

Zone. A grouping of counties as follows:

- The Lehigh/Capital Zone (L/C) which includes Adams, Berks, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Lancaster, Lebanon, Lehigh, Northampton, Perry and York Counties.
- The Northeast Zone (NE) which includes Bradford, Carbon, Centre, Clinton, Columbia, Juniata, Lackawanna, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming Counties.
- The Northwest Zone (NW) which includes Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Jefferson, McKean, Mercer, Potter, Venango and Warren Counties.
- The Southeast Zone (SE) includes Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.
- The Southwest Zone (SW) which includes Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Fayette, Greene, Indiana, Lawrence, Somerset, Washington and Westmoreland Counties.

B. Project Work Plan. Maximus must develop and submit a Project Work Plan to OLTL for approval that identifies the actions necessary to perform all tasks required by the Statement of Work (SOW) and includes a detailed timeline that specifies the dates by which each such action will be completed. Maximus must provide services consistent with the Project Work Plan approved by OLTL. Maximus must obtain advance approval in writing from OLTL before implementing any change to the approved Plan. Maximus must meet with OLTL weekly, or within such other time frames as determined by OLTL, to review Maximus compliance with

the approved Project Work Plan.

IV-3. Requirements.

- A. Emergency Preparedness. Maximus must have a plan and have contingencies in place to support the continuity of its operations during an emergency.

Upon request of DHS, Maximus must provide DHS a copy of its plan.

- B. Disaster Recovery. Maximus must have a disaster recovery plan and written policies and procedures documenting the disaster recovery plan that, at a minimum, address system backup and recovery of electronic records and files, including those maintained in its Management Information System and by its Enrollment Center.

Upon request of DHS, Maximus must provide DHS a copy of its plan.

- C. Compliance with Applicable Laws. Maximus must have working knowledge of and provide all services in accordance with all applicable federal, state, and local laws, regulations, standards, guidelines and policies, including: Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et. seq. and 2000e et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et. seq.), the Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et. seq.), the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et. seq.), Title XIX of the Social Security Act (42 U.S.C. §§ 1396-1396v); and the Pennsylvania Human Relations Act of 1955 (71 P.S. Section 941 et. seq.), as amended.

- D. Change in Applicable Laws or Other Requirements. If amendments, revisions or additions to the requirements of state or federal law, regulations, standard, guidelines or policies (including IT standards) or substantial and sustained increases or decreases in enrollment volume occur during the term of the Agreement, Maximus and DHS will meet to determine the impact of the changes on the Agreement. Maximus must investigate the impact of the change on the Agreement and its requirements and price. If DHS and Maximus agree on the results of the investigation and any necessary modifications, the parties may modify the Agreement 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 the Rider 4. If the change is within the scope but requires modification of Agreement provisions, DHS and Maximus must execute a written amendment.

- E. Independence and Conflict Free Requirements.

1. Maximus and its subcontractor(s), including SDB subcontractors must be:

- a. Independent as defined in 42 C.F.R. § 438.810 (b){1};
- b. Free from conflict of interest as defined in 42 C.F.R. § 438.810 (b)(2); and
- c. Free from any relationship with DHS External Quality Review Organization (EQRO) or

the EQRO's subcontractors.

2. Upon request of DHS, Maximus must provide OHS with a written statement, certifying compliance with the independence and conflict free requirements.
- F. Fraud and Abuse Compliance Plan. Maximus must maintain a Fraud and Abuse compliance plan and written policies and procedures for the detection and prevention of Fraud and Abuse by Maximus, its employees and its subcontractors. Upon request of DHS, Maximus must provide DHS a copy of its Fraud and Abuse compliance plan, policy and procedures.
1. Maximus must have written compliance policies designed to educate employees, subcontractors and agents about false claims, false statements and whistleblower protections under applicable federal and state laws.
 2. Maximus must cooperate fully with oversight agencies responsible for Fraud and Abuse detection and prosecution activities, including the DHS Bureau of Program Integrity, the Governor's Office of the Budget, the Pennsylvania Office of the Attorney General, the Pennsylvania Office of Inspector General, the Centers for Medicare and Medicaid Services (CMS), the federal Office of Inspector General, and the United States Justice Department.
 3. Maximus must refer all cases of suspected or confirmed Fraud or Abuse to DHS within one Business Day of the day on which Maximus becomes aware of the Fraud or Abuse.
 4. Maximus must require, as a written provision in all subcontracts that the subcontractor recognizes that payments are derived from federal and state funds.
 5. Maximus must require, as a written provision in all subcontracts for services rendered to MA Beneficiaries, that the subcontractor may be civilly or criminally liable for misrepresentations or Fraud or Abuse in connection with services provided under the Agreement.
 6. Maximus must notify all subcontractors of the prohibition and sanctions for the submission of false claims and statements.
 7. DHS may impose sanctions in cases involving suspected Fraud or Abuse by Maximus, its corporate officers, employees or subcontractors.
- G. Staff Clearances.
1. Maximus must, at its expense, arrange for a criminal background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth data and IT facilities, either through on-site access or through remote access. Background checks must be conducted via the Request for Criminal Record Check form and procedure found at <http://epatch.state.pa.us>.
 2. Maximus must arrange, at its own expense, for a child abuse clearance for all personnel who will have contact with children (e.g., home visit with a potential program consumer

who has children) at the time of hiring. Child abuse clearance forms are available at [http://dhs.pa.gov/publications/findaform/childabusehistoryclearanceforms /index.htm](http://dhs.pa.gov/publications/findaform/childabusehistoryclearanceforms/index.htm).

If an employee has not been a resident of Pennsylvania for the last two years, an FBI clearance check from the state of residence during the last two years, is required.

3. The Commonwealth may conduct background checks in addition to those described in this Agreement.

H. Confidential and Sensitive Information. Maximus must comply with federal and state law, regulations and requirements concerning confidentiality of information, including the Health Insurance Portability and Accountability Act (HIPAA) requirements set forth in Rider 5 DHS Addendum and Rider 6 Business Associate Addendum.

Maximus must:

1. Require all personnel and subcontractors to comply with federal and state law and requirements concerning the confidentiality of protected health information.
2. Require all individuals with access to confidential or sensitive information to sign a confidentiality agreement.
3. Maintain personnel policies that include disciplinary procedures for violations of signed confidentiality agreements.
4. Train all personnel and subcontractors in confidentiality laws and regulations, including HIPAA Privacy and Security and MA confidentiality requirements.
5. Use, distribute and require its subcontractors to use and distribute confidential and sensitive information only for the limited purpose of carrying out the obligations of the Agreement.
6. Employ adequate measures to prohibit unauthorized access, copying, and distribution of information.
7. Properly dispose of hard and electronic copies of all information, as well as any remaining information upon the expiration or termination of the Agreement.
8. Follow Commonwealth procedures for information handling and sharing.

I. Record and Report Retention, Retrieval, and Transfer. Maximus must maintain a record and report retention plan and policies that, at a minimum, comply with the requirements of the Agreement. Maximus must submit the plan and policies to DHS upon request.

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

1. Maximus must maintain books, records, and other compilations of data and information

pertaining to the performance of the Agreement for a period of six years from the expiration or termination of the Agreement. Should any litigation, claim, negotiation, audit, or other action involving the records be commenced, Maximus must retain records until the resolution or until the end of the applicable retention period, whichever is later.

2. Maximus must be able to retrieve all or part of any record or report within five calendar days of request.
3. Maximus must outline and organize the retention system by year and in such a way that it can be transferred to DHS or a subsequent vendor without the need to manually re-enter information.

IV-4. Personnel.

A. Maximus Personnel:

1. Key Personnel. Maximus must employ the following Key Personnel:
 - a. Program Manager. Maximus shall employ Christopher T. Bortz as the Program Manager, who shall be responsible and accountable for identifying and reinforcing Agreement requirements and for all activities related to the Agreement.
 - h. Financial Analyst. Maximus shall employ Nicholas DeRosa as the Financial Analyst who shall oversee all invoicing of the Commonwealth, as well as oversight of the IEB's spending. This person will work directly with the Bureau of Finance within OLTL in order to maintain correct spending trends.
 - c. Systems Analyst. Maximus shall employ George Vujasin as the Systems Analyst who shall oversee the transfer of information from Maximus to appropriate destinations for smooth operation of the services. This person shall meet regularly with counterparts at DHS, and other DHS vendors, as requested by DHS. This person also shall be responsible for the correct functioning of all systems and compatibility with all DHS systems used to perform services under this Agreement. Maximus also must employ a designated backup with the same skills and authority.
 - d. Operations Manager. Maximus shall employ Mary Stonerod as the Operations Manager who shall handle the day-to-day operations, including overseeing Maximus' process for providing Choice Counseling and enrollment assistance to Participants, LTSS Applicants and Potential LTSS Applicants, including the coordination with other programs and agencies involved in the delivery of services to these individuals, as needed.
 - e. Enrollment Center Manager. Maximus shall employ Mary B. Hennigan as the Enrollment Center Manager who shall manage the IEB Enrollment Center.

Except for the designated backup for the System Analyst, Maximus' key personnel must be dedicated full-time to the IEB Program. Key personnel must be available to

OHS in person or via conference call on an as needed basis, as determined by OHS.

2. Enrollment Specialists and Enrollment Brokers: Maximus must employ a sufficient number of Enrollment Specialists and Enrollment Brokers to provide services consistent with Agreement requirements. Maximus must require all Enrollment Specialists and Enrollment Brokers to complete orientation and training as specified in Section IV-5.K and demonstrate sufficient knowledge and competency before providing services.
 - a. Enrollment Specialist. An Enrollment Specialist must have a High School Diploma or GED.
 - h Enrollment Broker. An Enrollment Broker must meet one of the following qualifications : 1) Have a Bachelor's degree with at least 12 college-level credit hours in sociology, social welfare, psychology, gerontology, rehabilitation services or other social science; OR 2) A combination of related work experience and training that adds up to 4 years of experience and education that includes at least 12 semester hours of college-level courses in sociology, social work, social welfare, psychology, gerontology, rehabilitation services or other social science. Experience includes: coordinating assigned services as part of an individual's treatment plan; teaching individuals living skills; aiding in therapeutic activities; or providing socialization opportunities for individuals.
3. Diversions, Replacement or Removal of Personnel.
 - a. Diversion or Replacement of Key Personnel. Maximus may not divert or replace key personnel without DHS's prior approval. Maximus must provide notice of a proposed diversion or replacement at least 30 calendar days in advance and provide the name, qualifications, and background check of the person who will replace the key personnel. The replacement's qualifications must equal or exceed those of the designated key personnel. OHS will notify Maximus within ten calendar days whether the proposed replacement is approved. DHS's approval will not be unreasonably withheld. Advance notification is not required for changes in personnel due to resignation, death, disability, termination, or any other cause that is beyond the control of Maximus. In these circumstances, Maximus will have 60 calendar days to fill the vacancy subject to DHS's approval.
 - h Replacement of Other Staff. Maximus must replace staff to maintain approved staffing levels. A replacement's qualifications must equal or exceed those of the individual vacating the position.
 - c. Removal of Staff. OHS may request that Maximus remove a person, including key personnel, at any time. When a person is removed, Maximus will have 60 calendar days to fill the vacancy with a person acceptable in terms of experience and skills, subject to DHS's approval.
- B. Subcontractors: Maximus is prohibited from subcontracting or outsourcing any part of the Agreement without the advance written approval from OHS. Maximus shall provide the

following information for each subcontractor:

1. Name;
2. Address;
3. Primary Contact;
4. Number of years worked with the subcontractor;
5. Number of subcontractor's employees by job category to be use for the Agreement;
6. Responsibilities and description of services to be performed;
7. Percentage of time the staff will be dedicated to the Agreement;
8. Geographical location of staff; and
9. Resumes (if appropriate and available).

IV-5. IEB Program General Tasks.

A. Management Information System (MIS).

1. MIS Design. Maximus must maintain an MIS that complies with applicable information technology standards, as specified in the Office of Administration Information Technology Policies (ITPs), DHS Business and Technical Standards and SeGovernment Data Exchange Standards and is capable of performing the functions specified in the Agreement.
2. MIS Required Functions.
 - a. The MIS must:
 - i. Access DHS's systems to perform Agreement responsibilities.
 - ii. Accept, create and process data files and transfers as specified in Section IV-5.A.3.
 - iii. Support interactive functions and screens for use in providing enrollment assistance to IEB Customers.
 - iv. Incorporate and use the DHS Dating Rules logic and updates to the Dating Rules logic, in the MIS system logic, and consider DHS processing dates to determine the effective dates for CHC Participants' CHC-MCO enrollment and CHC-MCO changes and the effective date for an LTSS Applicant's enrollment in CHC-LTSS.
 - v. Be modified to comply with changes DHS makes to its system.

Whenever possible, DHS will provide advance notice of at least 60 calendar days prior to the implementation of DHS MIS changes. For more complex changes, DHS will make efforts to provide earlier notice.

- vi. Capture data sufficient for all reporting requirements and produce required reports, including ad hoc reports.
- b. Maximus must:
- i. Provide at least 60 calendar days advance notice to DHS and obtain DHS approval before making changes to its MIS that relate to or affect Agreement.
 - ii. Provide electronic copies and two hard copies of MIS operations and training manuals to DHS.
3. Data Files and Transfers. Maximus must accept, create and process the data files and transfers listed below in the format and layout specified by DHS.
- a. COMPASS Application File. DHS will provide Maximus a daily XML COMPASS Application File containing all LTSS Applications filed through COMPASS, including LTSS Applications that Maximus directly enters into COMPASS. Maximus must identify new LTSS Applications contained in the file (i.e., those Applications not entered by Maximus), and initiate the LTSS Application and enrollment process for those LTSS Applicants within two Business Days of receipt of the COMPASS Application File. (Section IV-6.A.3.b and B.2 contains additional requirements relating Maximus' entry of LTSS Applications into COMPASS and initiation of the LTSS Application and enrollment process.)
 - b. Eligibility File. DHS will provide Maximus a daily Eligibility File that includes records for all newly eligible Participants. Maximus shall use the Daily Eligibility File to confirm the Participant's program enrollment, update Maximus' system with any Participant demographic changes and Disenrollments, and for such other purposes as may be designated by the Department. In addition, for CHC Participants, Maximus shall use the auto-assignment indicator from the Eligibility File to determine outreach, CHC MCO selections, and the mailing of appropriate notices and packets. Maximus must reconcile any CHC Participant CHC-MCO selections in the Eligibility File that differ from the CHC Participants' advanced plan selections. The Department will treat any Department requested changes to required uses of the file as a change under Section IV-3.D.
 - c. 1768 Web Service. Maximus must maintain a web service with call-back functionality to submit 1768 data to DHS on a continuous basis that contains records identifying the status of LTSS Applicants' eligibility for LTSS and changes in LTSS Applicants' status or circumstances, including changes of address. The 1768 form identifying the required data is available at <http://www.dhs.pa.gov/publications/findaform/index.htm>.
 - d. 162 Commit File. Maximus shall receive and process a daily 162 Commit file provided

by DHS, which identifies LTSS Applicants determined financially ineligible for LTSS. Maximus shall use the file as specified in Section IV-6.F.5.

- e. Advance Plan Selection File. Maximus must store any CHC-MCO selections made by CHC Participants and any CHC-MCO assignments made by Maximus and submit those selections daily to DHS in an Advance Plan Selection File in the file format specified by DHS.
- f. Advance Plan Selection Results File. DHS will transmit an Advance Plan Selection Results File to Maximus containing the CIS plan assignments for CHC Participants. Maximus shall use the file to determine whether a CHC Participant made a plan selection other than the CIS plan assignment, which must be processed as a Plan Transfer, and in creating the weekly Enrollment/Disenrollment file.
- g. Enrollment/Disenrollment File. Maximus must create and submit an Enrollment/Disenrollment File to DHS that contains records with Participants' CHC-MCO and LIFE Provider selections, Program Transfers and Plan Transfers, alerts, and PCP selections. In addition, Maximus must include the following information that is not shown on CIS: deceased individuals and returned mail. Maximus must submit Enrollment/Disenrollment Files on a weekly basis in the file format specified by DHS. DHS may require Maximus to submit the file on a more frequent basis. Maximus must submit the Enrollment/Disenrollment file with accurate enrollment records/disenrollment records/alerts using valid reason codes provided by DHS.
- h. Enrollment/Disenrollment Reconciliation File. Maximus shall receive and process an Enrollment/Disenrollment Reconciliation File, which will be provided weekly by DHS indicating the disposition of each record (accepted, rejected, or other) based on pre-determined edits. Maximus shall review records that have a status other than approved and process any necessary corrections of these records. Maximus will also use the weekly Enrollment/Disenrollment Reconciliation File to perform the tasks specified in Section IV-6a.A.2.e. and B.1.b.iv and vi.
- i. MCO Enrollment File. Maximus must generate and send a daily MCO Enrollment File to the CHC-MCOs in the file format specified by DHS. The MCO Enrollment File includes information on enrollments, PCP selections, special needs indicator, pregnancy indicator, existing OPTIONS or Act 150 services and other insurance information that was collected and documented on Maximus' system.
- j. Master Automated Provider Directory (APD). The CHC-MCOs will provide Maximus with a weekly APO file containing a complete snapshot of the CHC-MCO's current provider directory for each CHC Zone, including any updated and new information. Maximus must use the APDs received from all CHC-MCOs, and the APD file layout set forth on the CHC intranet website to establish, and update weekly, one master electronic APD (Master APD).

Maximus must capture the National Provide Index on its Master APD and consolidate and format information in the APD files sent by the CHC-MCOs.

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

After processing the APD from a CHC-MCO, Maximus must return a response file to the CHC-MCO acknowledging receipt and processing of the APD.

4. Manual Processing. If Maximus is unable to successfully design, test, and implement the required interfaces to process the data files and transfers required in Section IV-5A.3., Maximus must:
 - a. Electronically receive and manually process the files from DHS; and
 - b. Create files in the format required by DHS so that DHS will be able to consume the data as its system is designed. DHS, in collaboration with Maximus will define the mechanism through which these manual files must be transmitted.
5. Security Measures. Maximus must have a system that has security measures in place to prevent the unauthorized use of, or access to, data. Upon request by DHS, Maximus must provide DHS with a description of its system and security measures to protect the confidentiality of all information and to prevent the unauthorized use of or access to data. Maximus must specify how it will comply with all applicable confidentiality requirements, including HIPAA and requirements relating to safeguarding information relating to applicants and recipients of public assistance.
6. Resolution of MIS Problems. Maximus must have a MIS that is operational when required and must resolve systems problems when they occur. The System Analyst, or designated backup, must support and address operational issues and questions regarding the MIS. The System Analyst or designated backup must be on call and able to respond to DHS within one hour of a telephone call during regular business hours (8:00 am to 6:00 pm) each Business Day and have the authority to make necessary decisions to resolve problems.

B. Communication Requirements

1. Limited English Proficiency Requirements (LEP).
 - a. Maximus must identify IEB Customers who speak or read a language other than English as their first language and must communicate using the spoken language preferences identified by those IEB Customers. Maximus must provide, at no cost to IEB Customers, oral interpretation services in their requested language or sign language interpreter services to meet the needs of IEB Customers. Maximus must provide oral interpretation services in all languages requested by IEB Customers.
 - b. Maximus must have a sufficient number of Enrollment Specialists and Enrollment

Brokers who are bilingual in English and Spanish. Maximus must use oral interpretation services for any language needs that cannot be supported by IEB staff.

- c. Upon request of an IEB Customer with LEP, Maximus must translate Vital Documents into Spanish and the languages commonly translated by the Department.
- d. Maximus must include a notice of non-discrimination and taglines in all large significant publications and large significant communications targeted to IEB Customers and members of the public. Maximus must print large significant publications and communication taglines in a font size no smaller than 12 point in the fifteen prevalent languages as designated by OHS.

Large significant publications and communications include:

- i. Vital Documents; and
 - ii. Outreach publications (larger than one page, front and back).
- e. Maximus must include a statement of nondiscrimination and at least two taglines on small significant publications and small significant communications targeted to MA Beneficiaries, enrollees, IEB Customers, and members of the public. Small significant publication and communication taglines must be printed in a font size no smaller than 12 point in two prevalent non-English languages designated by OHS. The first non-English language must be Spanish; however, Maximus may use a second non-English language for one that better suits the area to which Maximus is sending material.

Small publications and communications include:

- i. Brochures;
 - ii. Postcards;
 - iii. Targeted fliers;
 - iv. Small posters; and
 - v. Information communicated through social media platforms (i.e. Facebook, Twitter, texting, etc.).
- f. Maximus must post a notice of nondiscrimination in English and Spanish and communications taglines in the 15 prevalent languages designated by DHS on the IEB Websites and in any physical location where Maximus and its staff interact with IEB Customers or the public. Maximus must print the notice and communication taglines in a font size no smaller than 12 point.

2. Alternate Format Requirements.

- a. Maximus must provide alternative methods of communication for IEB Customers who have neurocognitive impairments or who are visually or hearing impaired or both. Alternative methods of communication include Braille, audio tapes, large print, compact disc, DVD, videophone services, special support services, and electronic communication. Upon request, Maximus must make all disseminated written materials accessible to visually impaired individuals and must provide Text Telephone Typewriter (TTY) or Pennsylvania Telecommunication Relay Service for communicating with IEB Customers who are deaf or hearing impaired.
 - b. Maximus must include appropriate instructions in all materials about how to access or receive assistance to access materials in an alternate format.
- C. Enrollment Center. Maximus must establish and maintain an Enrollment Center that meets the following requirements:
- 1. Maximus Central Office Monitoring. Maximus shall maintain a Central Office within a 15-mile radius of Harrisburg, Pennsylvania. The Central Office must monitor Enrollment Center operations for compliance with Agreement requirements. Maximus may utilize an out-of-state, shared services site for Enrollment Center operations.
 - 2. Department Monitoring. At the request of DHS, Maximus must provide a furnished conference room or private office in its Central Office for meeting space, with a lockable door sufficient to accommodate up to five DHS staff. The space must have a working speaker phone, and access to a printer and the internet.
 - 3. Enrollment Hotline Contact Information. Maximus must maintain a toll-free telephone number (Enrollment Hotline), post office box address and secure email address to receive contacts, inquiries and referrals from IEB Customers, referral sources and other individuals. Maximus must transfer the Enrollment Hotline number and post office box to DHS during the Turnover period as specified in Section IV-7 and forward all emails relating to the Pennsylvania IEB program to DHS for least 90 days following termination or expiration of the Agreement.
 - 4. Staff. Maximus must staff, organize and manage the Enrollment Center so that Enrollment Center is capable of performing all required functions, including the tasks specific to LTSS set forth in Section IV-6 and the tasks specific to CHC set forth in Section IV-6a. Enrollment Center staff who have contact with IEB Customers must, at a minimum:
 - a. Be familiar with the BH-MCOs and the behavior health services they provide and, when appropriate or requested, provide IEB Customers with contact information for these services.
 - b. Be familiar with APPRISE and, when appropriate or requested, provide IEB Customers with contact information for APPRISE.
 - c. Be familiar with the PA Link and the Person-centered Counseling (PCC) role associated with the PA Link and, when appropriate or requested, provide IEB Customers with

contact information for the regional PA Link, if they require assistance with the Application process.

- d. Maintain an effective working relationship with IEB Customers, referral sources, stakeholders, and Department staff.
 - e. As appropriate, use scripts developed or approved by OHS to provide IEB Customers with information and education.
 - f. Exercise sound judgment in differing circumstances. Staff must be well trained to respond appropriately to multiple types of inquiries, know when to seek supervision, and respond to callers in a manner that addresses a caller's concerns even if the requested information may not be immediately available. Staff must be trained to escalate calls to supervisors when they are not able to fully resolve callers' issues.
 - g. Communicate clearly and act in a responsible and professional manner and provide accurate and complete information to IEB Customers and their authorized representatives and contacts.
 - h. Understand and be able to explain procedures connected to utilizing consumer direction.
 - i. Understand the importance of Participants, LTSS Applicants and Potential LTSS Applicants exercising their right to choose.
 - j. Be familiar with and able to answer IEB Customers' questions about CHC and the CHC-MCOs, and LIFE and the LIFE Providers operating in a Zone.
 - k. Understand and be able to explain to IEB Customers, who are Dual Eligible, the interaction of their Medicare plan and coverage with CHC.
 - l. Understand that they are prohibited from making recommendations for or against enrollment with a specific CHC-MCO or LIFE Provider or receiving services from a specific LTSS provider when providing Choice Counseling.
 - m. Through their interactions with IEB Customers, including CHC NFI Dual Eligible Participants, be able to identify those individuals who may have unmet needs or a need for immediate services and, refer the individuals to the Special Needs Unit (SNU) to avoid delays or gaps in the individuals' services.
- 5. Enrollment Procedures.** Maximus must develop and implement enrollment procedures for Enrollment Center staff. These procedures must receive advance written approval by DHS.
- 6. Contingency Staffing Plan.** Maximus must develop a contingency plan for hiring Enrollment Center staff to address overflow calls and for handling sudden and unexpected increases in contacts, referrals, enrollments, and increased call volumes.

7. Hours of Operation. Maximus' Enrollment Center must be operational from at least 8:00 a.m. to 6:00 p.m. EST on Business Days. Maximus may not use electronic call answering methods as a substitute for staff persons to perform services during operational hours.
8. Telephone System and Requirements.
 - a. Maximus must have a telephone system with the telecommunication capabilities specified in Section IV-5.D for the Enrollment Center. Maximus' telephone system must have the capability to record all incoming and outgoing calls, and state that calls may be recorded.
 - b. Maximus must store all recorded incoming and outgoing calls for a minimum of 30 calendar days from the date of the call. Maximus must archive all calls for the record retention period specified in Section IV-31. Maximus must provide DHS with any recorded call within five calendar days of a DHS request.
 - c. Maximus must collect, document and store detailed information on all calls from MA Beneficiaries, Participants, LTSS Applicants and Potential LTSS Applicants, including whether the caller has LEP, other communication needs, immediate service needs or unmet needs.
 - d. Maximus must maintain electronic call answering methods for the Enrollment Hotline that provide information to and receive messages from callers during hours when the Enrollment Center is not staffed. Maximus' electronic call answering methods must allow callers to leave messages in any language.
 - e. Maximus must use electronic call answering methods that provide electronic messages in English and Spanish and that refer callers to the IEB Website. Maximus must use a call answering recording that provides general information about the IEB and the OLTL Programs and gives callers the option to hear the recording in English or Spanish.
9. Daily Mail and Referrals. On each Business Day, the Enrollment Center must send and receive mail and email, date-stamp all IEB-related mail on the date received, and process all hard copy mail, email and IEB Enrollment Assistance Website referrals.
10. Remote Phone Monitoring. Maximus must set up remote telephone monitoring system for at least five DHS staff and provide training on that monitoring system. The system must enable DHS to use a personal computer to monitor Enrollment Center calls. Maximus must facilitate calibration sessions with DHS on a quarterly basis.
11. Warm Transfers. The Enrollment Center must complete warm transfers of Participants to CHC-MCOs and LIFE Providers and warm transfers of ineligible LTSS Applicants to service providers or entities, as specified by DHS.

D. Telecommunications Capabilities.

1. Maximus' telecommunication capabilities must include:

- a. All telephone services.
 - b. Telephone equipment and telephone line.
 - c. Telecommunications data used for reporting purposes .
 - d. An Interactive Voice Response (IVR) system.
 - e. An automatic call distribution (ACD) system.
 - f. TTY, Pennsylvania Telecommunication Relay Service or both .
2. Maximus must immediately report to DHS interruptions in any telecommunication services.
- E. Outreach and Coordination. Maximus must perform the following outreach and coordination activities:
1. CAOs. Maximus must maintain working relationships with all CAOs and CAO District Offices.
 2. JAE. Maximus must maintain a working relationship with the IAE. Maximus must have an effective interface with the JAE and written policies and procedures for coordination with the IAE, which are approved by DHS and, at a minimum , include the following:
 - a. A process for submitting requests for FEDs to the IAE.
 - b. A process to follow-up with the IAE for FEDs not completed and received within required timeframes.
 - c. A process for timely retrieval and processing of completed FEDs.
 - d. A process to update the Pennsylvania Assessment System with the Participant's MA ID and CHC-MCO plan enrollment.
 3. Area Agencies on Aging.
 - a. Maximus must coordinate and cooperate with the AAAs and CHC-MCOs on transfers of Participants between AAA-administered service programs, including OPTIONS, and OLTL Programs to prevent any gaps in service.
 - b. Maximus must meet with AAAs as requested by DHS to obtain information about the AAAs, their networks, and to provide an overview of the IEB Program. Maximus must coordinate all meetings with the AAAs through DHS and must keep DHS apprised of all issues and outcomes of the meetings.
 4. CHC-MCOs. Maximus must meet with each CHC-MCO to obtain information about the

CHC-MCO and its Network in each CHC Zone, and to provide the CHC-MCO an overview of the IEB program. Maximus must attend and participate in ad hoc meetings with CHC-MCOs upon DHS request. Maximus must coordinate all meetings with CHC-MCOs through DHS. Maximus must keep DHS apprised of all issues and outcomes of the meetings.

Maximus must have written policies and procedures, approved by DHS, to provide for effective communication and coordination with CHC-MCOs. These policies and procedures must, at a minimum, include:

- a. A process for handling MIS issues, including updates to systems procedures.
 - b. A process for coordinating CHC Participant eligibility with the CHC-MCOs.
 - c. A process for coordinating PCP selections.
 - d. A process for the transmission and acceptance of the CHC-MCOs' APDs.
5. LIFE Providers. Maximus must meet with LIFE Providers in geographic areas in which Maximus is required to provide services under Section IV-6.N. to obtain information about LIFE and the LIFE Providers' networks, and to provide the LIFE Providers an overview of the Maximus IEB program. Maximus must attend and participate in ad hoc meetings with LIFE Providers upon DHS request. Maximus must coordinate all meetings with LIFE Providers through DHS and must keep DHS apprised of all issues and outcomes of the meetings.

Maximus must have written policies and procedures, approved by DHS, to provide for effective communication and coordination with LIFE Providers. These policies and procedures must, at a minimum, include a process for coordinating LTSS Applicant eligibility with LIFE Providers.

- F. Communication and Coordination with DHS. Maximus must hold status meetings with DHS staff at least bi-weekly or as directed by DHS. Maximus must develop the agenda and provide the agenda to DHS at least one calendar day prior to each meeting. Maximus must record minutes of the meeting, with action items, and distribute the minutes to meeting attendees within three Business Days following the meeting. The agenda and minutes are subject to DHS review and approval.

Maximus must provide DHS with email addresses, phone numbers and locations for its management staff and such other staff as may be requested.

- G. IEB Enrollment Assistance Websites. Maximus must host, maintain and update two IEB enrollment assistance websites (IEB Websites) that comply with the following:
1. The IEB Website must meet all DHS requirements for information systems and webpage development. The IEB Website must comply with applicable ITPs, including those for website for accessibility software under ITP ACCOO 1- Accessibility Policy and Rider 2

Attachment A Requirements for Non-Commonwealth Hosted Applications.

2. Maximus must submit and obtain DHS approval of all materials before posting to the IEB Website.
3. Maximus must include on the IEB Website:
 - a. "What's New" items.
 - b. Frequently asked questions and answers.
 - c. How to contact Maximus, including the Enrollment Hotline number and e-mail address.
 - d. Link to COMPASS.
 - e. Link to the DHS website.
 - f. The DHS Participant Hotline telephone number.
 - g. Link to the Medical Assistance Advisory Committee (MAAC) home page.
 - h. Links to the CMS and Pennsylvania Department of Health Nursing Home Compare websites.
 - i. Language taglines with information on enrollment in these languages.
 - j. Non-discrimination Policy.
 - k. Information about the PA Link and APPRISE Programs, including a description of and contact information for each program.
 - l. The LTSS Application Packet and steps to apply for LTSS.
 - m. Notice of privacy practices.
 - n. Notice of participant rights.
 - o. Information regarding abuse, neglect and exploitation.
 - p. Appeal and Fair Hearing rights.
 - q. Right to a timely decision.
 - r. Web privacy policies.
 - s. Physician Certification form.

- t. Referral form.
 - u. Information about LIFE, including a description of the application process, a list and map of counties in which LIFE Providers are available and links to LIFE Providers' websites, and interactive functionality that facilitates a Participant's ability to securely select a LIFE Provider in geographic areas in which Maximus is required to provide LIFE enrollment services under **Section IV-6.N**.
4. Information on the OLTL HCBS Programs, including services available, models of service and eligibility criteria.
 5. The following information for CHC:
 - a. Information and graphics to encourage CHC-MCO enrollment and PCP selection.
 - b. List of CHC-MCOs with map of counties for the CHC Zone.
 - c. Comparison chart of CHC-MCOs provided by DHS.
 - d. List of CHC-MCO participating hospitals in each CHC Zone with map showing hospitals' locations.
 - e. Links to CHC-MCOs' websites.
 - f. The Master APD.
 - g. Capability to provide travel directions from user input of address to any Provider listed in the Master APD.
 - h. Interactive functionality that allows a Participant to: securely select a CHC-MCO and PCP and submit CHC-MCO and PCP changes; and query for information, including provider directory, and programs for which the Participant is eligible.
 - i. The CHC post-enrollment packets.
- H. Scripts.** Maximus must maintain, develop and revise appropriate scripts for use by Enrollment Center staff for certain communications with IEB Customers and their contacts, other stakeholders and the public.
1. Enrollment Center scripts must include language to inform IEB Customers who telephone the Enrollment Center that their calls may be monitored.
 2. Scripts must be clear and easily understood and written using language at no higher than a sixth grade reading level, whenever possible.
 3. Maximus must submit scripts for written Department approval prior to their use. Maximus must review scripts to determine necessary revisions and submit any proposed

modifications for prior DHS approval.

4. The scripts must cover, at a minimum, the following topics:
 - a. Explanation of the CHC Program, LIFE, and the OLTL HCBS Programs.
 - b. Explanation of the HealthChoices Behavioral Health Program and how to access the BH-MCO's Member Services based on an MA Beneficiary's county of residence.
 - c. Collection and confirmation of IEB Customer identifying information, including a statement about confidentiality.
 - d. Collection of IEB Customer designated contacts who can receive information relating to the IEB Customer, and authorized representative(s) who can make decisions on behalf of the IEB Customer.
 - e. Importance of CHC-MCO and PCP selections, and consequences of not making the selections.
 - f. Factors to consider when choosing a CHC-MCO and PCP or a LIFE Provider.
 - g. Explanation of the role of the CHC-MCO PCP, and, if the IEB Customer is Dual Eligible, an explanation that the individual can keep his or her Medicare PCP and other Medicare providers.
 - h. General information about the differences between the CHC-MCOs operating in the CHC Zone.
 - i. Instructions to guide the Enrollment Center staff to help CHC Participants determine which CHC-MCO their current doctor(s) and other providers are affiliated with, including use of the Master APD.
 - j. Language to elicit the CHC-LTSS Participants' CHC-MCO and PCP choices using intelligent assignment logic as specified in Section IV-6a.B.2.
 - k. Information about self-referred CHC physical health services.
 - l. Information on APPRISE.
 - m. Information on the PCC available through the PA Link to assist Potential LTSS Applicants and LTSS Applicants with the LTSS Application process.
 - n. Explanation of the CHC-MCOs' Participant Services department.
 - o. Information about the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program.

- p. Information about the Medical Assistance Transportation Program ("MATP").
 - q. Information regarding complaints, grievances, and DHS Fair Hearings process.
 - r. Instructions on how to change OLTL Programs and CHC-MCOs.
- I. Materials Development, Production, Mailings. Maximus must produce, print, maintain and disseminate materials as required by DHS.
1. At DHS's request, Maximus must maintain, develop and produce specific materials for mailings to IEB Customers. Maximus may suggest new and revised mailing materials; however, any mailing must receive advanced written Department approval.
 2. Maximus must develop new or modify existing written, audio and visual materials to meet the objectives of the IEB Program. All materials must be accurate and not mislead, confuse or defraud IEB Customers or DHS.
 3. Unless otherwise specified, Maximus must design, develop, print and distribute the materials, including any revisions, as described below.
 - a. Prepare and submit draft materials to DHS for advance written approval and revise the draft materials as necessary within ten calendar days.
 - b. Review and provide recommendations for updates to DHS and make any approved updates as directed by DHS.
 - c. Include appropriate instructions on all materials on how to access, or receive assistance with accessing, desired materials in an alternative format, including instructions for individuals with LEP, as specified in Section IV-5.B.
 - d. Use qualified professionals to translate materials into Spanish.
 - e. Use materials that are culturally sensitive, easily understood and written at no higher than a sixth grade reading level, whenever possible.
 - f. Supply reading level statistics with all materials and revisions submitted for DHS approval, and provide an explanation if materials do not meet the sixth grade reading level requirement. DHS will either approve or disapprove the submitted materials within a reasonable time.
 - g. Maximus must develop materials that meet the following requirements:
 - i. Comply with the Americans with Disabilities Act.
 - ii. Comply with the Communications Requirements specified in Section IV-5.B.
 - iii. Use offset lithography or an equivalent method to reproduce materials.

- iv. Not be photocopied, unless photocopying is prior approved by DHS, and the reproduction is clear and easily readable.
 - v. Use graphics, limited color or both when developing any materials, as requested by DHS.
 - vi. Be free of errors and have the look of the finished document when submitted to DHS for review.
- J. Complaint Process. Maximus must handle and submit information regarding Complaints to DHS as follows:
1. Maximus' staff must document and track Complaints received by Maximus. Maximus must submit Complaint information to DHS in a weekly report as specified in Section IV-9E.
 2. If an IEB Customer or other individual complains about an IEB-related issue, the Enrollment Center staff must ask the individual if he or she is satisfied with the information given. If the individual is not satisfied, the Enrollment Center must first try to resolve the individual's concerns. If the Enrollment Center is unable to resolve the individual's concerns, the staff must refer the individual to a manager or lead staff for follow-up and resolution. Maximus' staff must make every effort to address the individual's concerns on the same day that the Complaint is received. Maximus must prioritize and respond to Complaints received from DHS and to legislative inquiries within one Business Day.
 3. Maximus must develop, implement and maintain a Complaint tracking system to record all Complaints, including those not specific to the IEB. The tracking system must collect and store the following information for each Complaint:
 - a. Date the Complaint was received.
 - b. Caller name and relationship to IEB Customer.
 - c. Name of staff receiving Complaint.
 - d. Program involved in the Complaint.
 - e. A description of the Complaint.
 - f. Documentation of any referrals to managers.
 - g. Date IEB-related Complaint was resolved.
 - h. Description of the resolution of IEB-related Complaints.
 - i. Documentation of where the staff transferred non-IEB related Complaints.

K. Training.

- 1. Personnel Training.** Maximus must provide all personnel working on its IEB Program, with orientation and other appropriate training.

Maximus must develop and maintain a OHS-approved training plan, procedures and manuals. Maximus must review its training plan, procedures and manuals for accuracy and update them as needed. Maximus must obtain prior DHS approval of all training materials.

Maximus must provide DHS with both a hardcopy and an electronic copy of the training plan and its procedures and manuals. Maximus must provide at least five Business Days advance notice to DHS of all scheduled Maximus training sessions and allow DHS to attend scheduled training sessions.

- 2. Training Topics.** Maximus must provide training that, at a minimum, includes the following topics:
 - Understanding the enrollment and eligibility process for each OLTL Program, including the eligibility criteria for the Programs, and the role of Choice Counseling in selecting a Program, a CHC-MCO and PCP; or a LIFE Provider;
 - Cultural competency;
 - Crisis management, including dealing with emergencies;
 - Customer service and communication skills, including communicating effectively and conveying information in a manner that is easily understood by diverse audiences, including persons with LEP, individuals who have low or no literacy skills and individuals with disabilities;
 - The broad spectrum of the HCBS delivery system beyond the OLTL Programs, for example, the Nursing Home Transition (NHT);
 - The differing geographically based needs for rural vs. urban settings and the challenges and opportunities faced in each area;
 - The unique aspects of OLTL's consumer groups and the service needs associated with various types of disabilities and which waivers or programs provide services targeted to each specific type of disability or age group;
 - Understanding the services available through the each of the OLTL Programs, including the available models of service and the allowable settings in which HCBS may be provided;
 - Explaining behavioral health services and how to access care through the BH-MCOs and the need to refer behavioral health situations that require immediate attention to the

appropriate BH-MCO;

- j. Informing MA Beneficiaries of the availability of the MATP for transportation to medical services;
 - k. Collaboration of internal and external stakeholder groups involved in the enrollment process and service delivery including: AAAs, Service Coordinators (SCs), CAOs, NHT Coordinators, and regional PA LINK entities;
 - l. Understanding the role of the mandated reporter, as required by the Commonwealth's OAPS Act and APS Act;
 - m. Medicare and Medicaid Programs;
 - n. The PCC role associated with the PA LINK;
 - o. CHC Program topics, including educating CHC Participants on CHC, knowing the available CHC-MCO options, educating and assisting CHC Participants in selecting a CHC-MCO and PCP that best meets their needs, referring CHC Participants with the need for immediate services or unmet needs to their CHC-MCO, and effective CHC-MCO enrollment processing;
 - p. LIFE Program topics, including educating LTSS Applicants and Potential LTSS Applicants on LIFE, knowing the available LIFE Provider options, educating and assisting LTSS Participants who choose to enroll in LIFE select a LIFE Provider within their service area, referring LIFE Participants with the need for immediate services or unmet needs to their LIFE Provider, and effective LIFE enrollment processing; and
 - q. Program Transfers, Plan Transfers and Dating Rules.
- L. Quality Assurance and Assessment. Maximus must continually monitor and assess the quality of its IEB services to determine whether services are delivered consistent with Agreement requirements. Maximus must implement a Quality Management Strategy (QMS) to internally monitor and evaluate the accessibility, availability, and quality of the services provided as well as compliance with Agreement requirements.

Maximus must provide DHS with reports of its QMS monitoring and assessment activities as specified in Section IV-9.

IV-6. Tasks Specific to LTSS Enrollment Assistance.

A. General Requirements.

1. LTSS Application Processing Deadline. Except as specified in subsection 2, an LTSS Applicant must receive a final eligibility determination (clinical, program (if required) and financial) for LTSS within 90 calendar days of the LTSS Application Date. Maximus must monitor and manage the status of LTSS Applications throughout the enrollment process so

that LTSS Applicants receive a final determination on their LTSS Application within the 90-day deadline. Maximus must use its MIS and all other systems required by OLTL (i.e., HCSIS, SAMS, COMPASS, and CIS), to input, monitor and track LTSS Applications.

2. **Exception to Deadline.** The 90 day deadline does not apply to LTSS Applications submitted by or on behalf of LTSS Applicants who are:
 - a. Waiting for discharge from a facility for more than 60 calendar days from the LTSS Application Date and who will transition to a new setting in less than 180 days from the LTSS Application Date;
 - b. Waiting for housing; and
 - c. Aging out of children's services within 180 days (i.e., within 180 days of their 21st birthday).

If an LTSS Application filed by an LTSS Applicant in any of the above circumstances cannot move forward in the process for over 180 calendar days, Maximus must send a 1768 Ineligible form to the CAO. The CAO will notify the LTSS Applicant that the LTSS Application is closed.

3. **Submission of LTSS Applications.**

- a. An LTSS Applicant, who is not an MA Beneficiary, may submit an LTSS Application through COMPASS or by signing and providing a hard copy LTSS Application to a CAO.
- b. An LTSS Applicant, who is not an MA Beneficiary, may submit a hard copy LTSS Application to Maximus or ask Maximus to take an LTSS Application in-person during an in-person visit. If an LTSS Applicant submits a hard-copy LTSS Application directly to Maximus or Maximus takes an LTSS Application from an LTSS Applicant in-person, Maximus must input the LTSS Application in COMPASS on the same day Maximus receives the LTSS Application unless the LTSS Application is received on a weekend or holiday, in which case Maximus must input no later than the next Business Day. Maximus will be enrolled as a Community Partner to use COMPASS.
- c. An LTSS Applicant who is an MA Beneficiary is not required to submit an LTSS Application through COMPASS or a hard copy LTSS Application to initiate the LTSS eligibility and enrollment process. An MA Beneficiary submits an LTSS Application and initiates the LTSS eligibility process by making a request to Maximus to receive HCBS under an OLTL Program.

4. **Change in LTSS Applicant Address.** If, while providing services to an LTSS Applicant, Maximus learns that the LTSS Applicant no longer resides at the address listed in CIS or on the LTSS Application, Maximus must send a 1768 Change form to the CAO to notify the CAO of the change of address.

B. LTSS Intake Process. The LTSS intake process begins when Maximus receives a referral of a Potential LTSS Applicant, Maximus is informed that an LTSS Applicant has submitted a hard copy LTSS Application to a CAO, or Maximus receives an LTSS Application directly from an LTSS Applicant or through the COMPASS Application File.

1. LTSS Referrals. Maximus' Enrollment Center must receive, process, manage and track LTSS referrals within the timeframes specified in the Agreement. Maximus may receive referrals by telephone, through the IEB Website, by letter and by email. Maximus must request and maintain the following information for each referral: The name, address, telephone number, and email address of the referral source; the contact person for the referral source, if any; the name, address, telephone number, and email address, if available, of the Potential LTSS Applicant and of any authorized representative or contact person for the Potential LTSS Applicant, if known; and the date of the referral.

a. Referral Sources.

i. Third Party Referrals. Any person or entity, including CHC-MCOs, PH-MCOs, BH-MCOs, LIFE Providers, AAAs, hospital discharge planners, nursing facility staff, and Service Coordination Entities (SCEs), may refer a Potential LTSS Applicant to Maximus. If Maximus receives referral of a Potential LTSS Applicant from a third party source, Maximus will proceed with the initial contact steps specified in subsections 4.a. and b.

ii. Self-Referrals. A Potential LTSS Applicant may self-refer to Maximus by contacting the Enrollment Center directly to inquire about or request to apply for or receive LTSS. If Maximus receive a self-referral, Maximus will proceed with the initial contact step specified in subsections 4.b. and c.

b. Date of Referral. For purposes of this Section IV-6, Maximus must determine the date of a third party referral and a self-referral, as follows:

i. Telephone. If a referral of a Potential LTSS Applicant is made by telephoning the Enrollment Center during business hours as specified in Section IV-5.C.7, the date on which the Enrollment Center receives the telephone call is the date of referral. If the telephone call is not received during business hours, the date of referral is next Business Day following the date the telephone call is received.

ii. Letter. If a referral of a Potential LTSS Applicant is made by letter, the date of the referral is the date on which the letter is date-stamped received by the Enrollment Center.

iii. Other means. If a referral of a Potential LTSS Applicant is made by any other means, including facsimile, in-person, by email, or through the IEB Website, the date of referral is the date on which the referral is made or transmitted to Maximus by the referral source. If the referral is not made or transmitted to Maximus during the Enrollment Center's business hours as defined in Section IV-5.C.7, the date of referral is next Business Day.

2. **COMPASS Applications.** LTSS Applicants who file LTSS Applications through COMPASS will be referred to Maximus through the daily COMPASS Application File. If Maximus receives a COMPASS Application in a daily COMPASS Application File that was not input by Maximus, Maximus shall proceed with the initial contact steps specified in **Section IV-6.B.4**. For purposes of **subsection 4.a.iii**, the date on which Maximus receives the daily COMPASS Application File including the LTSS Application is the date of referral of the LTSS Applicant.
3. **CAO Applications.** Maximus must provide enrollment assistance to LTSS Applicants who file hard-copy LTSS Applications directly with a CAO and must monitor and manage the status of their LTSS Applications so that they receive a final eligibility determination for LTSS within 90 calendar days of the LTSS Application Date. Maximus must proceed to the steps in **subsection 4.a**. For purposes of **subsection 4.a.iii**, the date on which Maximus is informed that an LTSS Applicant has filed a hard copy LTSS Application directly with the CAO is the date of referral of the LTSS Applicant.
4. **Initial contact with LTSS Applicants and Potential LTSS Applicants.**
 - a. **Process Following LTSS Referral, COMPASS Application or CAO Application.**
 - i. **Telephone Contacts.** When Maximus receives a third party referral of a Potential LTSS Applicant, a COMPASS Application for an LTSS Applicant that was not input by Maximus, or is informed that an LTSS Applicant has filed a hard-copy LTSS Application with the CAO, the Enrollment Center must:
 - Make at least four attempts to contact individual by telephone.

If the Enrollment Center is unable to reach the individual on the first attempt, the Enrollment Center must make three additional attempts on different days and at different times of the day to contact the individual by telephone. An IEB staff person must make the fourth telephone attempt. The Enrollment Center may not use an auto dialer to make the fourth telephone attempt.
 - Contact the third party referral source who referred a Potential LTSS Applicant to confirm the individual's contact information if the Enrollment Center is unable to reach the Potential LTSS Applicant because of a problem with the contact information provided by the referral source or the Enrollment Center does not contact the Potential LTSS Applicant after making two unsuccessful telephone attempts.
 - ii. **Follow-up to Unsuccessful Telephone Attempts.** If the Enrollment Center does not make contact with a Potential LTSS Applicant or an LTSS Applicant after making four telephone attempts, Maximus must:

- Send a letter informing the Potential LTSS Applicant or an LTSS Applicant to contact Maximus to begin the LTSS HCBS Application.
 - For an LTSS Application received through COMPASS, a PA 600L or notification by the CAO that an LTSS Application was received, issue a 1768 Denial Form to the CAO to close the LTSS Application because Maximus was unable to reach the LTSS Applicant after making four telephone attempts.
- iii. Maximus must complete all telephone attempts and mail the follow-up letter or for Applicants that have filed an LTSS Application, issue the 1768 Denial Form, as required under subparagraph ii above, within seven (7) calendar days of date of referral of the Potential LTSS Applicant or LTSS Applicant.
- iv. If Enrollment Center reaches the individual, the Enrollment Specialist must proceed with the steps specified in subsections b. and c.
- b. Determining Eligibility Status in CIS. Prior to or during an initial contact with an LTSS Applicant or Potential LTSS Applicant, Maximus must check CIS to determine whether the individual is an MA Beneficiary; a CHC Participant, is enrolled in LIFE, an OLTL HCBS Program or an ODP Waiver program, or has an MRX Code.
- i. If the individual is a CHC Participant, in addition to the tasks required in this Section IV-6, Maximus must perform the tasks specified in Section IV-6a.
 - i. If the individual is enrolled in an ODP Waiver program or has an MRX Code, Maximus must contact OLTL for instructions. As instructed by OLTL, Maximus must communicate with the individual's existing program or ODP or County staff to confirm the individual's interest in receiving HCBS through an OLTL Program and to coordinate a transition date from the ODP waiver or county program so no gap in services occur.
- c. Initial Contact with Potential LTSS Applicants and LTSS Applicants

- i. Potential LTSS Applicants. During an initial contact with a Potential LTSS Applicant, an Enrollment Specialist must follow a script, approved by DHS to inform the individual about the LTSS eligibility and enrollment process and determine whether the individual is making an inquiry or a request to apply for LTSS.

If the Potential LTSS Applicant requests to apply for LTSS to receive HCBS under an OLTL Program, the individual is considered an LTSS Applicant and the Enrollment Specialist must schedule an in-person visit with the individual as specified in Section IV-6.F.2.

If the Potential LTSS Applicant only requests general information

regarding LTSS or HCBS, but does not express any desire to receive or apply for LTSS, Maximus will consider and document the contact as an inquiry as specified in subsection 8.4.d. If any question exists as to whether a contact is an inquiry or a request to apply for LTSS or to receive HCBS under an OLT Program, Maximus must treat the contact as a request to apply.

If the individual is seeking to enroll in the LIFE Program in a geographic area other than one in which Maximus is responsible for services under Section IV-6.N. or the individual requests to apply for MA payment for nursing facility services or ICF/ORC services, Maximus must also consider and document the contact as an inquiry as specified in subsection 4.d. In addition, Maximus must provide the individual or his or her representative information on how to seek assistance from the local AAA, PA LINK, LIFE Provider, or the CAO, as appropriate.

- ii. LTSS Applicants. During an initial contact with an LTSS Applicant who filed a COMPASS Application that was not input by Maximus or a hard-copy LTSS Application with the CAO, an Enrollment Specialist must follow a script, approved by DHS, to inform the individual about the LTSS eligibility and enrollment process and to determine whether the individual wants to continue with the process. The Enrollment Specialist must inform the LTSS Applicant that, if the LTSS Applicant decides not to proceed with the LTSS eligibility and enrollment process, the CAO will determine whether the LTSS Applicant is eligible for other MA coverage.

If, after hearing the script, the individual decides not to continue with the LTSS Application process, Maximus must send a 1768 Denial form to the CAO and close the case.

If the LTSS Applicant wants to continue with the LTSS eligibility and enrollment process and is seeking to receive HCBS under an OLT Program, the Enrollment Specialist must schedule an in-person visit with the LTSS Applicant as specified in Section IV-6.F.2.

If the individual is seeking to enroll in the LIFE program in a geographic area other than one in which Maximus is responsible for services under Section IV-6.N. or the individual is applying for MA payment for nursing facility services or ICF/ORC services, Maximus must consider and document the contact as an inquiry as specified in subsection 4.d. In addition, Maximus must provide the individual or his or her representative information on how to seek assistance from the local AAA, PA LINK, LIFE Provider, or the CAO, as appropriate.

- iii. Language Preferences; Designated Contacts and Preferred Contact Information. During an initial contact with an LTSS Applicant or Potential LTSS Applicant, the Enrollment Specialist must ask the individual whether they prefer to speak or read in a language other than English. The Enrollment Specialist must also

explain that Maximus will communicate with them using their spoken language preferences and will provide oral interpretation services in their requested language or sign language interpreter services to meet their needs at no cost to the LTSS Applicant or Potential LTSS Applicant.

The Enrollment Specialist must ask whether the LTSS Applicant or Potential LTSS Applicant wish to designate an authorized representative who may make decisions and act on their behalf. The Enrollment Specialist must also ask whether the LTSS Applicant or Potential LTSS Applicant wish to identify and provide contact information for up to five designated contacts, including referral sources and current service providers, who may inquire about and receive information from Maximus regarding the status of individual's LTSS Application.

The Enrollment Specialist must ask the LTSS Applicants and Potential LTSS Applicants, the preferred means and times to contact them (e.g., telephone, email, etc.) and to identify an alternative contact, if desired, whom may be contacted if the Maximus is unable to reach them.

d. Additional Requirements relating to Inquiries and Suspended Referrals and closed Applications. Maximus must keep a record of each inquiry, suspended referral and closed Application, which includes the following information:

- i. For each inquiry, the name, address and telephone number of the person who made the inquiry, the date of the inquiry, and the reason why the contact was considered an inquiry.
- i. For each suspended referral, the name, address and telephone number of the Potential LTSS Applicant and any other person who contacted or was contacted by Maximus regarding the Potential LTSS Applicant, including the referral source; the date of the referral; the date of all contacts made regarding the referral; and a copy of the follow-up letter sent to the Potential LTSS Applicant.
- i. For each closed LTSS Application, the name, address and telephone number of the LTSS Applicant and any other person(s) contacted by Maximus in connection with the Application; the date of the Application; the date of all contacts made regarding the Application; the reason, if any, given by the LTSS Applicant for not proceeding with the LTSS Application process; and the date the 1768 Denial form was sent to the CAO.

iv. Maximus must provide reports on inquiries, suspended referrals and closed applications as requested and in a format specified by DHS.

C. LTSS Application Packet. Maximus must provide an LTSS Application Packet to LTSS Applicants that includes, at a minimum, the following information:

1. A cover letter that explains the forms and identifies the forms that must be completed,

signed and returned to Maximus within 30 days to start the LTSS eligibility and enrollment process.

2. An LTSS Application (not included if the individual is an MA Beneficiary or has submitted an LTSS Application through COMPASS or directly with the CAO).
3. A LIFE Opt-in form.
4. Authorization of Release of Information (PA4).
5. Information about the Estate Recovery Program.
6. Information about the EPSDT program (not required if the individual is age 21 or older).
7. Citizenship Form.
8. Notice of Privacy Practices, including Acknowledgement Form.
9. Notice of assistance available to assist with the Application process, including information on PCC associated with the regional PA LINK entities.
10. A flow chart entitled "PA IEB Application Process for LTSS."
11. Notice of Right to Timely Eligibility Determination.
12. A Freedom of Choice form.
13. Notice of the LTSS Applicant's rights and responsibilities during the eligibility determination process and as a Participant if determined eligible.
14. Notice of the LTSS Applicant's right to an appeal and instructions on how to appeal.
15. Consent forms and related information about MFP and procedures if LTSS Applicant is transitioning from a nursing facility setting as may be required by DHS.
16. Information relating to alternative services that may be available if an individual is determined ineligible for HCBS, including an application for Act 150 services for LTSS Applicants under the age of 60 and referral information to the local AAA for LTSS Applicants age 60 and over.

D. RESERVED.

E. Circumstances in which LTSS Enrollment Assistance Not Required.

1. Maximus is not required to provide enrollment assistance to an LTSS Applicant or a Potential LTSS Applicant if Maximus determines that:

- a. The individual has applied or intends to apply for MA payment for nursing facility services;
 - b. The individual has applied or intends to apply for MA payment for ICF/ORC services; or
 - c. The individual is seeking to enroll in the LIFE Program in a geographic area other than one for which Maximus is responsible under **Section IV-6.N.**
2. Maximus shall provide the individual or his or her representative information on how to seek assistance from the local AAA, PA LINK, CAO, or LIFE Provider, as appropriate.
 3. Maximus must consider and document the contact as an inquiry for purposes of **Section IV-6.B.4.d.** If the individual is unsure whether he or she wants to apply for MA payment for services in a nursing facility, an ICF/ORC or to enroll in an OLTL Program, Maximus must provide enrollment assistance to the individual.

F. LTSS Eligibility Determination. Except as specified in **Section IV-6.E.1**, Maximus shall provide LTSS Applicants with the following application and enrollment assistance:

1. Clinical Eligibility Determination.

- a. **Physician Certification (PC).** Except as specified in this subsection, Maximus must send a PC form to each LTSS Applicant's physician .

Maximus shall request that the physician complete and return the PC form to Maximus within seven calendar days of the date the form was sent to the physician.

Maximus is not required to send a PC form to an LTSS Applicant's physician if: (i) the LTSS Applicant informs Maximus that the LTSS Applicant will request the physician submit the PC; or, (ii) the LTSS Applicant does not provide Maximus with contact information for his or her physician.

Maximus must have a process to monitor and manage the submission and returns of PCs.

- b. **Functional Eligibility Determination Referral.** Maximus must send a request for a FED for each LTSS Applicant to the IAE.

The IAE will complete the FED and submit the results to Maximus within 15 calendar days of receipt of the request. Maximus must send a weekly report to OLTL and the IAE identifying each pending FED request for which a FED was not received in the previous week, the date on which the request was made and the number of days the request has been pending.

- c. **OTL Referral.** If a discrepancy exists between the results of an LTSS Applicant's FED and his or her PC, Maximus must refer the case to OLTL for a determination of clinical

eligibility. Maximus must make the referral to OLTL within three Business Days of the date Maximus is in receipt of both the completed FED and PC.

d Clinically Ineligible LTSS Applicants. If an LTSS Applicant is NFI and does not require ICF/ORC level of care, Maximus must:

i. Notify OLTL.

OLTL will send the LTSS Applicant and Maximus a written Notice of Decision informing the LTSS Applicant that he or she is not clinically eligible for LTSS and providing referral information on alternate service delivery systems.

ii. If the LTSS Applicant has filed an LTSS Application, Maximus must transmit a 1768 Ineligible form electronically to the CAO.

2. In-person Visit with LTSS Applicants. Maximus must arrange for an Enrollment Broker to conduct an in-person visit with LTSS Applicants as follows:

a. Scheduling. Maximus must schedule the in-person visit to occur within seven calendar days of the of the initial contact with the LTSS Applicant. If the visit does not occur within seven calendar days, Maximus must document the reason for the delay and schedule the visit as soon as possible.

b. Visit Site. An Enrollment Broker must conduct the visit at the LTSS Applicant's current residence or location if the LTSS Applicant is hospitalized or in another residential setting.

c. Tasks. During the in-person visit, the Enrollment Broker must:

i. Ask the individual if he or she has designated or wishes to designate an authorized representative to make decisions and act on his or her behalf. If the individual has a legal guardian appointed or has executed a power-of-attorney, ask the individual for a copy the court order appointing the legal guardian or executed power-of attorney.

ii. Explain the LTSS application and enrollment process.

iii. Explain to an LTSS Applicant who has not submitted an LTSS Application prior to the in-person visit, that he or she must submit an LTSS Application to continue the LTSS application and enrollment process and explain the different ways in which that can be done. Assist the LTSS Applicant in completing the LTSS Application during the in-person visit, if requested.

iv. Inform an LTSS Applicant seeking to enroll in the Act 150 Program of the OBRA Waiver about SCEs in the geographic area, and, with the LTSS Applicant, compile

a list of the individual's three preferred SCEs in order of preference.

- v. Provide and review the LTSS Application Packet with the LTSS Applicant and assist the LTSS Applicant, as necessary, to complete the Freedom of Choice form and other forms that may be required for the OLTL Program to which he or she is applying.
 - vi. Provide Choice Counseling to the LTSS Applicant and answer the individual's questions regarding CHC and making an advanced CHC-MCO and PCP selections or applying to enroll in LIFE.
 - vii. In a geographic area in which Maximus must provide application and enrollment services to LIFE Participants under Section IV-6N., provide and review a LIFE Opt-in form with an LTSS Applicant aged 55 and older, answer the individual's questions regarding LIFE and selecting an available LIFE Provider.
 - viii. Provide and review with the LTSS Applicant other standard informational material required by OLTL that is not included in the LTSS Application Packet.
 - ix. Inform the LTSS Applicant that he or she may contact the PA Link for additional assistance and PCC.
 - x. Inform the LTSS Applicant that he or she may contact APPRISE with questions about or need for additional assistance with their Medicare benefits .
 - xi. Confirm any designated contacts provided by the LTSS Applicant during the initial contact with Maximus. Inform the LTSS Applicant that he or she may provide contact information for up to five designated contacts, including referral sources and current service Providers, who may inquire about and receive information regarding the status of individual's LTSS Application, if desired.
 - xii. Confirm the language preferences, and preferred contact means and times provided by the LTSS Applicant during the initial contact. Ask him or her to specify language preferences, the preferred means and times for contact (e.g., telephone, email) and ask whether he or she wishes to designate an alternate contact person if Maximus is unable to reach the LTSS Applicant.
 - xiii. As may be directed by OHS, provide a nursing facility resident who is transitioning to a home or community-based setting consent forms and related information about the MFP initiative and procedures.
3. OBRA Waiver Program Eligibility. An LTSS Applicant who requires the level of care provided by an ICF/ORC must meet program eligibility criteria to receive services under the OBRA Waiver Program.
- a. Maximus must review an LTSS Applicant's program eligibility for the OBRA Waiver Program after conducting an in-person visit with the LTSS Applicant.

- i. If Maximus determines that a clinically eligible LTSS Applicant meets the program eligibility criteria for the OBRA Waiver Program, Maximus must make a recommendation by transmitting a PA 1768 Approval form to the CAO, which will complete the LTSS Applicant's financial eligibility determination and notify the LTSS Applicant if he or she is eligible for LTSS.
 - ii. If Maximus determines that the LTSS Applicant does not meet the OBRA Waiver eligibility criteria, Maximus must transmit its determination to OLTL for review and final determination. If OLTL determines that the LTSS Applicant does not meet eligibility criteria, OLTL will send a written notice to the LTSS Applicant and inform Maximus to submit a 1768 Ineligible form to the CAO and close the case.
4. Process relating to CAO Financial Eligibility Determinations.
 - a. Maximus must generate and submit a 1768 Approval or 1768 Ineligible form to the CAO electronically using the 1768 Web Service to notify the CAO of the LTSS Applicant's clinical and program eligibility. Maximus must generate and submit 1768 forms on a daily basis.
 - b. For 1768 Approvals, the CAO will complete a financial eligibility review to determine the LTSS Applicants' financial eligibility for MA LTSS. For 1768 Ineligibles, the CAO will complete a financial eligibility review to determine the LTSS Applicants' financial eligibility for MA. DHS will provide notice of financial eligibility determination to Maximus through the Daily Eligibility File and 162 Commit File. Maximus may also receive a copy of the PA 162 notices that the CAOs send to LTSS Applicants notifying them of the eligibility determinations.
 - c. With the exception for delayed enrollments, Maximus must generate a 1768 Approval or 1768 Ineligible for each LTSS Applicant within one Business Days of receipt of the individual's Clinical Eligibility Determination.
5. Act 150 Program. If a clinically eligible LTSS Applicant under the age of sixty submits an application for Act 150 services and Maximus receives notice through a daily 162 Commit File or a PA 162 Notice that the LTSS Applicant is financially ineligible for MA LTSS, Maximus must review and make a recommendation to OLTL on whether the LTSS Applicant meets Act 150 eligibility requirements.

If OLTL notifies Maximus that the LTSS Applicant is eligible for the Act 150 Program, Maximus must send a letter by first-class mail informing the Applicant to contact Maximus within 15 calendar days if the Applicant is interested in receiving services under the Act 150 Program. If the Applicant does not contact the Maximus within 15 calendar days of the date of the letter, the Maximus shall suspend further activity on the Applicant's case.

If the Applicant informs Maximus that he or she is interested in receiving services through the Act 150 Program, Maximus shall complete the LTSS Applicant's enrollment in the Act

150 Program.

If an LTSS Applicant is ineligible for the Act 150 Program, OLTL will send a Notice of Decision to the LTSS Applicant and notify Maximus to close the case.

G. Additional Requirements relating to Personal Care Home Residents. Under limited circumstances, an individual may receive LTSS while a resident of a personal care home. If Maximus determines that an LTSS Application has been or will be filed by, or on behalf of, a resident of a personal care home or an individual seeking to receive LTSS while residing in a personal care home, Maximus must contact OLTL for instructions on processing the LTSS Application.

H. Additional Requirements Relating to Nursing Facility Residents.

1. Maximus must provide enrollment assistance to LTSS Applicants including nursing facility residents who are seeking to receive HCBS through CHC or an OLTL HCBS Program, or to enroll in a LIFE Provider as specified in Section IV-6.N.
 2. In providing enrollment assistance to nursing facility residents, Maximus must recognize the unique relationship between nursing facilities and their residents. Maximus must coordinate and cooperate with nursing facilities in providing enrollment assistance to nursing facility residents in connection with the LTSS eligibility process. At a minimum, Maximus must work with the nursing facilities in scheduling visits with and facilitating Level of Care Determinations and financial eligibility determinations for the residents. If an LTSS Applicant or Potential LTSS Applicant designates a nursing facility as a contact, Maximus must provide the nursing facility with information relating to the status of the individual's LTSS Application.
 3. Maximus must provide nursing facility residents who are interested in transitioning from their nursing facility to HCBS with information regarding the MFP initiative and what is required to qualify for MFP as may be directed by OHS. Maximus must work with the residents' existing NHT Coordinator, if identified. If a resident does not have an assigned NHT Coordinator, Maximus must refer the resident to the nursing facility social worker. If a NHT Coordinator is assigned to the resident, Maximus must coordinate with the NHT Coordinator until the resident transitions into the community or until the transition plan is terminated.
- I. Enrollment. Maximus must complete the enrollment process within five Business Days of LTSS Applicants being determined eligible to participate in an OLTL Program as follows:
1. For CHC-LTSS Participants, Maximus must follow the process specified in Section IV-6a.B.1.b and 2.
 2. For LIFE Participants, Maximus must follow the process specified in Section IV-6.N.

3. For OLTL HCBS Program Participants, Maximus must complete the following additional tasks to close out the enrollment process after receiving the daily eligibility file containing notice of the Participants' eligibility.
 - a. Maximus must enter all required enrollment information data into the appropriate OHS service planning information systems (HCSIS and SAMS).
 - b. Maximus must notify the SCE chosen by the Participant, in writing, via email if available, or regular mail.
 - c. Maximus must transfer the Participant's file and all necessary documentation to the Participant's chosen SCE. Maximus must include a tracking cover sheet with each transfer to an SCE.
 - d. Maximus must alert the CHC-MCO or LIFE Provider if the Participant is transferring from OPTIONS services.
 - e. Maximus must notify the Participant or his or her representative in writing of the enrollment into the OLTL HCBS Program, the effective date of enrollment, and the name and telephone number of SCE, and the Participant Helpline number. Once Maximus sends the written notification, Maximus has completed the enrollment.
- J. Communication Touch Points. Maximus shall be responsible for 'touch points' with LTSS Applicants. Maximus must employ a strategy for communications with LTSS Applicants, and for tracking, disseminating and reporting on communications, (i.e., electronic or automated notifications). At a minimum, Maximus' communications strategy must achieve the following:
1. Make LTSS Applicants aware of their current application status;
 2. Provide LTSS Applicants an opportunity to update information pertinent to the application process (i.e. changes in address, phone number or nursing facility admissions);
 3. Identify changes to an LTSS Applicant's desires or need for services.
 4. For LTSS Applicants transitioning from a nursing facility to a home or community setting, communicate with the LTSS Applicant's NHT Coordinator at least every 30 calendar days from the date the LTSS Applicant is determined program eligible for NHT.
- If the LTSS Applicant does not have an assigned NHT Coordinator, Maximus must communicate with the LTSS Applicant at least every 30 days.

K. Special Needs Unit.

1. SNU. Maximus must develop, train and maintain an SNU within its organizational structure to deal with issues relating to LTSS Applicants and Potential LTSS Applicants with special needs, as defined in subsection 2. Maximus' SNU must assist each individual with a special need with access to services and information relevant to his or her special needs and provide all necessary LTSS enrollment assistance services and support so that the individual's LTSS Application is processed in a timely manner. Maximus must employ or execute agreements with experts in the treatment of special needs to provide consultation to the SNU as needed.
2. Identifying and Assisting LTSS Applicants with Special Needs. The SNU and all staff working directly with LTSS Applicants and Potential LTSS Applicants must be trained to proactively identify and outreach to individuals with special needs.

Maximus must consider the following factors in identifying an individual with special needs:

- Requires expedited processing of the application due to the involvement of APS or OAPS.
 - Requires coordination of care or services between EPSDT and LTSS services.
 - Requires coordination of care or services between an acute inpatient setting and other facilities and HCBS providers.
 - Has an immediate need for services to address his or her health and welfare or to prevent a crisis that could result in admission to a hospital or nursing facility.
 - Is moving from one county to another and requires coordination with DHS, the CAOs, the IAE and the OLTL Programs involved.
3. Expedited Enrollment Process for LTSS Applicants with Immediate Needs. Maximus must employ procedures to identify and refer to the SNU individuals with special needs and for the SNU to expedite the eligibility and enrollment process for LTSS Applicants with immediate needs, in coordination with APS and OAPS and OLTL.

L. Waiting List. Maximus must track LTSS Applicants placed on a Potential waiting list for an OLTL HCBS Program. Maximus must contact each LTSS Applicant on the waiting list every 90 calendar days to:

1. Verify the LTSS Applicant's contact information;

2. Capture changes to the LTSS Applicant's status;
3. Capture changes in the LTSS Applicant's need for services;
4. Confirm the LTSS Applicant's interest in services; and
5. Track and maintain current LTSS Applicant information.

M. Hearings and Appeals. Maximus must track standard and expedited appeals filed by LTSS Applicants and notify OLTL of all appeals. Maximus must coordinate with the AAA or IAE on appeals involving level of care and clinical eligibility determinations.

If an appeal relates to a Maximus program eligibility recommendation that was accepted by DHS, Maximus shall prepare for and attend the hearing and provide evidence deemed necessary to defend the appeal and support program eligibility determinations.

For all other appeals, Maximus must provide assistance during the appeals process if requested by DHS, including preparing for and participating in the hearings, and providing any requested information to DHS. Maximus must inform DHS of any scheduled hearings and provide DHS with any requested information concerning the appeal, including the status of appeal determinations.

N. LIFE Enrollments.

1. Maximus must manage the enrollment process for LTSS Applicants applying for LIFE as follows:
 - a. Maximus must receive referrals for LIFE enrollment from LIFE Providers, AAAs, through COMPASS and from other referral sources. Maximus also must accept as referrals LTSS Applicants age 55 or older choosing to enroll in LIFE during the LTSS application and enrollment process and LTSS Participants transferring from their current OLTL Program to an available LIFE Provider.
 - b. Maximus must facilitate the clinical eligibility and financial eligibility determinations for LTSS Applicants who are seeking to enroll in a LIFE program as specified in **Section IV-6.F.1. and 4.**, communicate with the LIFE Providers regarding program eligibility determinations, and coordinate LIFE Provider enrollment and Disenrollment dates with the CAO to comply with federal regulations regarding effective dates of LIFE Enrollments and Disenrollments.

Maximus does not determine program eligibility for the LIFE program. The LIFE Providers will notify Maximus of their determination of LIFE program eligibility.

- c. If an LTSS Applicant, who is applying to enroll in LIFE, is determined NFCE, Maximus must identify the LIFE Provider chosen by the LTSS Applicant as a contact on 1768 Approval form so that the LIFE Provider receives a copy of LTSS Applicant's PA 162 eligibility determination.

- d Maximus must coordinate Program Transfers to and from LIFE into CHC-LTSS or other OLTL Program .
 - e. Maximus must maintain a file of signed LIFE agreements that include the Enrollment Start Date. Maximus must use the Enrollment Start Date for the LIFE Participant to populate any 1768 Approval in the Service Start Date field.
 - £ Maximus must transfer the LIFE Participant's file to his or her selected LIFE Provider within one Business Day of the individual's enrollment with the LIFE-MCO.
2. Maximus must report the following LIFE enrollment application processing issues to OLTL: inaccurate Disenrollments not initiated by Maximus as determined from the daily Eligibility File and delays in LTSS Applicant program eligibility determinations by the LIFE providers.
 3. Maximus must follow-up with the CAO on any LIFE Enrollment that has not been processed by the CAO at least five calendar days prior to the last day of the month preceding the projected LIFE enrollment date. Maximus must begin to follow-up five calendar days before the end of the month and continue to follow-up daily until financial eligibility is processed.
 4. Maximus' responsibility for LIFE enrollments under subsection 1 shall be limited to the LIFE Provider, which operates in Erie, Crawford, Forest, Venango, Clarion, Warren, Jefferson, Elk and Mercer Counties. At the Department's option, the Department may add additional geographic areas in which Maximus is required to provide the services or require Maximus to manage the application and enrollment process for individuals applying to enroll in LIFE programs statewide. If the Department includes additional counties in which Maximus is to provide services as specified in this section N, the parties will use the process described in **Section IV-3.D**.

IV-6a CHC Tasks.

- A. CHC Enrollment Materials.** Maximus must develop and use materials and mailings that have been prior approved by DHS in providing Choice Counseling and enrollment services to CHC Participants and LTSS Applicants .
- 1. CHC Post-Enrollment Packets.** Maximus must mail a CHC Post-Enrollment Packet to each CHC NFI Dual Eligible Participant and CHC-LTSS Participant included in a daily Eligibility File within three calendar days of receiving the Daily Eligibility File from DHS.

The CHC Post-Enrollment Packet must include at least the following:

- a. Information on the CHC Participant's selected CHC-MCO's Participant Services Department and its hotline numbers .

- b. How to access the IEB Enrollment Hotline and IEB Website for assistance with Program and Plan Transfers.
- c. Information on emergency care.
- d. The role of the CHC-MCO.
- e. An explanation of the role of the CHC-MCO PCP, and, an explanation for Dual Eligible Participants that the Participant can keep his or her Medicare PCP and other Medicare providers.
- f. Interaction of Medicare plan and coverage with CHC.
- g. Information on APPRISE.
- h. LTSS information, including an explanation of the LIFE Program and the LTSS available through LIFE and CHC and how the IEB will assist a CHC Participant, who has not already been determined eligible for LTSS, to apply for LTSS.
- i. How to resolve a problem with the CHC-MCO, including information on the CHC Participant's right to file a complaint, grievance and request a DHS Fair Hearing.
- j. Information on the Behavioral Health Services provided through the BH-MCOs, how to access these services and the BH-MCOs' member services hotline numbers.
- k. Information on the MAAC and its Subcommittees.
- l. In Packets sent to CHC NFI Dual Eligible Participants, a comparison chart, provided by DHS, which includes information on each CHC-MCO by Zone.
- m. A confirmation notice that contains the following information:
 - i. The name of the CHC-MCO in which the CHC Participant is enrolled.
 - ii. The PCP's name and telephone number if one was selected.
 - iii. The effective date of enrollment.
 - iv. That the Participant may change his or her CHC-MCO at any time by contacting Maximus.

2. Additional CHC Notices and Documents. Maximus must mail the following documents to CHC Participants, as applicable:

- a. A re-enrollment notice to CHC Participants who lose eligibility and regain it within six months. Maximus must send the re-enrollment notice within five calendar days of

receipt of the daily Eligibility File including those Participants.

- b. A reminder notice to LTSS Applicants aged 55 and older who have not made a program choice of CHC or LIFE. Maximus must send the reminder notice within ten calendar days from the LTSS Application Date.
- c. A reminder notice to LTSS Applicants who have chosen to, or who are required to enroll in CHC, but have not made an advanced plan selection. Maximus must send the reminder notice within ten calendar days from the LTSS Application Date.
- d. An informational flyer sent annually to LIFE Participants with content provided by DHS describing the services available under CHC and how to enroll in, or to obtain additional information regarding CHC by contacting Maximus.
- e. A notice to CHC Participants whose advance CHC MCO selection could not be processed due to DHS's Dating Rules to inform them that their selection will be processed as a Plan Transfer. Maximus must send the notice within three calendar days of the receipt of the weekly Enrollment/Disenrollment Reconciliation File from DHS, which identifies the Participants' plan assignments in CIS.
- t. A written notice sent at least annually to all CHC Participants informing them of their right to choose an alternate CHC-MCO or, if available, a LIFE Provider if they are eligible to enroll in LIFE, at any time.

B. CHC Participant Enrollments, CHC-MCO and PCP Selections.

- 1. CHC Enrollment Process. Maximus shall manage the enrollment process for CHC Participants as follows:
 - a. CHC NFI Dual Eligible Participants. DHS's on-line computer process will auto-assign a CHC NFI Dual Eligible Participant to a CHC-MCO when the CAO completes the Participant's eligibility determination. DHS will provide Maximus a daily Eligibility File that includes auto-assignment indicators for CHC NFI Dual Eligible Participants who enroll in CHC.
 - i. Maximus must send CHC Post-Enrollment Packets to CHC NFI Dual Eligible Participants included in the daily Eligibility File as specified in Section IV-6a.A.1. Maximus must cross-reference its daily enrollments to the daily Eligibility File to verify that all CHC NFI Dual Participants receive the Packets.
 - ii. Maximus must respond to and assist CHC NFI-Dual Eligible Participants with questions relating to CHC and their plan assignments. Maximus must provide Choice Counseling to CHC NFI Dual Eligible Participants who are considering a Plan Transfer and facilitate any Plan Transfers in accordance with Section IV-6a.C.
 - iii. Maximus must store and transmit the CHC-MCO and PCP selections to DHS in the weekly Enrollment/Disenrollment, as described in Section IV-5A.3g.

NFI-DUAL PARICIPANTS	Participants determined eligible between 1st and 15th of the month will be enrolled effective the 1st day of the followin month.
	Participants determined eligible between the 16th and last dayof the month will be enrolled effective the 1st day of the second month.
CHC-MCO PLAN TRANSFERS	Transfers requested between the between 1st and 15th of the month will be enrolled effective the 1st day of the followin month.
	Transfer requested between the 16th and last day of the month will be enrolled effective the 1st day of the second month.
CHC-LTSS APPLICANTS	Applicants determined eligible for CHC-LTSS will be enrolled on the day following the eligibility determination date.

Table I, Dating Rules Logic

2. **CHC-LTSS Participant Advanced Plan Selection.** If an LTSS Applicant or a CHC-LTSS Participant chooses to, or is required to enroll in CHC, Maximus must provide the individual an opportunity to make advanced CHC-MCO and PCP selections. Maximus must actively engage with LTSS Applicants and CHC-LTSS Participants to enable them to make an informed and timely choice of a CHC-MCO and PCP so that their individual needs and preferences are appropriately addressed upon enrollment.
 - a. Inperforming these advance plan selection functions, Maximus must:
 - i. Explain the available CHC-MCO options and provide any additional information required for an LTSS Applicant or CHC-LTSS Participant to make an informed choice. Maximus must use the intelligent assignment hierarchy specified in this subsection to assist the individual in making a CHC-MCO selection.
 - ii. Store any CHC-MCO selections made by LTSS Applicants and CHC- LTSS Participants and transmit them electronically to DHS in an Advance Plan Selection File.
 - iii. Store any PCP selections made by CHC-LTSS Participants and transmit them to the CHC-MCOs in the Daily Pending Enrollment File.
 - iv. Assign a CHC-LTSS Participant who does not make an advanced CHC-MCO selection to a CHC-MCO based on the following intelligent assignment hierarchy starting with the first criterion:

- First, Nursing Facility and corresponding CHC-MCO plan (i.e., if the individual is residing in a nursing facility at the time of CHC enrollment, the individual must be assigned to a plan in which his or her nursing facility is a Network Provider);
- Second, D-SNP and corresponding CHC-MCO plan (i.e., if the individual informs Maximus that he or she is enrolled in a D-SNP, the individual must be assigned to the CHC-MCO aligned with his or her D- SNP);
- Third, PH-MCO and corresponding CHC-MCO plan (i.e., if the individual is transferring from Physical Health HealthChoices, and the PH-MCO is also a CHC-MCO, the individual must be enrolled in that CHC-MCO); and
- Last, if the individual provides Maximus with the name of his or her PCP and the PCP is a Network Provider with a CHC-MCO, the Participant must be enrolled in that CHC-MCO.

b. Maximus will not assign a CHC-LTSS Participant to a CHC-MCO if:

- i.** Maximus does not reach the CHC-LTSS Participant after making all attempts to contact the individual required under **Section IV-6.B.4.a**; or
- ii.** After providing Choice Counseling to the CHC-LTSS Participant, the individual does not make a plan selection and Maximus determines that none of the hierarchy criteria in **subsection 2.a.iv.** applies.

In such instances, the CHC-LTSS Participant will be auto-assigned to a CHC-MCO through CIS.

- c.** LTSS Applicants may make multiple changes to their advanced CHC MCO selections prior to their enrollment in CHC. The advanced plan selection on file with DHS will be assigned to the LTSS Applicant as of the date that the individual's financial eligibility is processed. If an individual's advanced CHC-MCO selection is received by DHS after his or her financial eligibility for LTSS has been processed by the CAO, Maximus will receive an error message on the Advance Plan Selection Results file informing it that a CHC-MCO has been auto-assigned to the individual. Maximus must notify the individual that his or her CHC-MCO selection will be managed as a Plan Transfer according to Dating Rules. After enrollment, CHC-LTSS Participants may change CHC-MCOs at any time following DHS's Dating Rules in **Table 1**.
- d.** Maximus must achieve the CHC-MCO selection performance level specified in **Section IV-8.B** for CHC-LTSS Participants who choose or are required to enroll in CHC.

3. Referrals for CHC-LTSS.

- a. CBC to CHC-LTSS. Maximus must provide IEB services to CHC NFI Dual Eligible Participants with identified LTSS needs referred by a CHC-MCO to Maximus to facilitate the enrollment process into CHC-LTSS or to an available LIFE Provider. The referred Participants will remain as CHC NFI Dual Eligible Participants until their eligibility for LTSS has been determined.
 - b. Physical Health HealthChoices to CHC-LTSS. Maximus must provide IEB services to an individual referred by a PH-MCO to facilitate the enrollment process. The individual will remain in Physical Health Health Choices until clinical and financial eligibility are determined.
- C. Plan and Program Transfers. A CHC Participant may change his or her CHC-MCO at any time or, in the case of a CHC-LTSS Participant who is age 55 or older, transfer to an available LIFE Provider at any time. A CHC Participant may communicate his or her decision to transfer to Maximus through the IEB Website, or by email, fax, mail or telephone call.

Maximus shall implement all Plan and Program Transfers according to DHS's Dating Rules logic. Refer to Table 1 for DHS's current Dating Rules.

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

- 1. Assist the CHC Participant with transferring from one CHC-MCO to another CHC-MCO in the CHC Zone in which the CHC Participant resides or, in the case of a CHC-LTSS Participant aged 55 or older who wants to enroll in LIFE, refer the individual to his or her selected LIFE Provider for further assistance.
 - 2. Assist the CHC Participant with selecting a participating PCP for the new CHC-MCO.
 - 3. Document the reasons for the CHC Participant's transfer with the applicable reason code as defined by DHS on the weekly file.
 - 4. Inform the CHC Participant of the effective date of enrollment in the new CHC-MCO based on DHS's Dating Rules.
 - 5. Store and transmit the Plan or Program Transfer to DHS in the weekly Enrollment/Disenrollment File.
- D. Automatic Reassignment Following Resumption of Eligibility. DHS will automatically re-enroll a CHC Participant who loses MA eligibility and regains it within six months into his or her previous CHC-MCO, and with his or her previous PCP, as long as the CHC Participant's eligibility status or geographical residence is still valid for participation. Maximus must identify these re-enrolled CHC Participants.

Maximus will not complete a CHC-MCO selection or PCP selection for these re-enrolled CHC Participants. Maximus must send the notice described in Section IV-6a.A.3.a to inform these CHC Participants that OHS has automatically re-enrolled them with their previous CHC-MCO and that they have the opportunity to initiate a CHC-MCO change.

If a re-enrolled CHC Participant contacts Maximus after receiving the notice, Maximus must inform the individual that he or she has been automatically re-enrolled in his or her previous CHC-MCO. If the CHC Participant requests a Plan Transfer or a different PCP, Maximus must assist with the Plan Transfer as specified in Section IV-6a.C.

- E. Monthly Spend Down. OHS will enroll a CHC Participant who is determined eligible for Monthly Spend Down with an eligibility end date for each month. OHS will enroll the CHC Participant into same CHC-MCO, and assign the same PCP, as long as the CHC Participant's geographical residence is unchanged.

Maximus must identify CHC Participants who are eligible for Monthly Spend Down based on their Program Status Code in the daily Eligibility File. Maximus must provide these CHC Participants CHC enrollment packets only when they are initially determined eligible and enrolled in CHC and not with each new monthly enrollment.

If a CHC Participant who is eligible for Monthly Spend Down chooses to transfer plans, Maximus must process the Participant's new choice in accordance with instructions provided by OHS.

IV-7. Agreement Turnover.

Turnover is defined as those activities that Maximus must perform to transition services to a successor vendor or to Commonwealth resources. During the turnover period, Maximus must work cooperatively with any successor and OHS.

- A. Turnover Requirements. Maximus must plan and manage the turnover in an orderly fashion so no disruption of services results. Maximus must:
 1. Provide a Turnover Plan six months prior to the end of the term or within 30 calendar days after notification of termination.
 2. Implement the approved Turnover Plan three months prior to the end of the Agreement term or the date specified by OHS after notification of termination.
 3. Maintain service delivery staffing levels during the turnover period.
 4. Not restrict or prohibit Maximus' staff from accepting employment or positions with DHS or with any successor. DHS will work with Maximus on the timing of any transition of its staff.

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

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

1. A description of staffing resources including skill sets and experience required to support a successful turnover. Identify a manager to manage and coordinate all turnover activities.
2. A turnover organizational chart.
3. An outline of key points and considerations, turnover success criteria, and the major tasks and subtasks Maximus believes are necessary for a successful turnover with minimal impact to operations.
4. A plan and implementation schedule for sharing and transitioning responsibilities and operational support information to DHS or a successor. Prior to the end of the turnover period, the responsibilities of the Enrollment Center will be shared by Maximus and the successor staff during regular hours in accordance with a Roles and Responsibilities document drafted by Maximus and approved by DHS.
5. An explanation of how Maximus will manage the turnover plan, assess progress, and mitigate variances for a successful turnover.
6. Description of how Maximus will transfer all relevant data, materials, documentation, or other pertinent information to DHS or its designee in accordance with turnover requirements.
7. Provide for the transfer of correspondence, documentation of outstanding issues, and other service delivery support documentation, except that Maximus may withhold confidential data and information regarding (i) the Personally Identifiable Information of Maximus' employees or agents, (ii) Maximus' employment records, (iii) Maximus' confidential corporate financial information, or (iv) any information that is subject to a confidentiality obligation to a third party. Confidential correspondences shall not include communications the contents of which are related to performance of the services.
8. Provide for the transfer of the IEB Toll-Free Telephone Number; URLs; and PO Box.

C. Turnover Receivables. Turnover receivables will include instructions on IEB Program processes, all finished and unfinished documents, data, software, studies, reports, or other materials specifically prepared by Maximus under the Agreement. Maximus must package and label receivables by content and divide them into history, which includes materials more than six months old, or materials less than six months old, and work in process. Maximus must send receivables will to DHS or a designated third party as specified by DHS. The turnover receivables may include:

1. Communication/Outreach.

- a. Outline of accomplishments in the communication area.
- b. Comprehensive file of enrollment efforts related to the IEB application and enrollment process including news releases, packets, MA Beneficiary brochures in English and other languages, time tables, mailings, and mailing lists.
- c. Comprehensive files of official communications sent to groups and mailings.
- d Literature developed and work in progress showing timetables and mailings for both. This includes:
 - i Previously issued and in progress newsletters and artworks.
 - ii IEB Customer brochures.
 - iii LTSS Application packet, notices and scripts.
- e. Outstanding projects and logistical information.

2. Administration.

- a. Files of inquiries, Complaints and resolutions.
- b. All stored literature including background information.
- c. Copies of publicly available financial audits.

3. Maximus must provide Department staff and other designated third parties with training materials, process-flow documents and other materials reasonably required to facilitate turnover. This includes:

- a. Application and enrollment program policies and procedures.
- b. Transfer of all data files used in the IEB to OLTL, in a readable format.

D. Turnover Results Reports. Following turnover of service delivery, Maximus must provide

DHS with a Turnover Results Report documenting the completion and outcome of each step of

the approved Turnover Plan. Turnover will not be considered complete and final payment will not be made until the Turnover Results Report is received and approved by DHS, which approval shall not be unreasonably withheld or delayed.

- E. Financial Responsibility during Turnover. Maximus shall be financially responsible for maintaining operations and systems during Turnover. Only costs directly related to the specific responsibilities defined in this Section IV-7 will be paid by Maximus. If DHS requests additional Turnover services, DHS and Maximus will engage in the process described in Section IV-3.D.
- F. Responsibility for Transition of In-Process Applications, Enrollments and Plan Transfers.
 - 1. Maximus shall continue to handle any pending LTSS Applications in process as of the start day of a three month transition period designated by DHS.
 - 2. Maximus is not responsible for LTSS Applications, Participant Enrollments, or any CHC-MCO Plan Transfers initiated on or after the start date of the designated transition period.
 - 3. Maximus shall transition any LTSS Applications, Participant enrollments or CHC MCO Plan Transfers in process as of the end date of the transition period to the new vendor with all accompanying materials.

IV-8. Service Level Agreements and Financial Assessments.

DHS has developed a set of minimum Service Level Agreements ("SLAs"), defined below, which Maximus must meet, or exceed.

A. Requirements.

- 1. Maximus must submit reports to DHS that validate the SLAs specified in the tables below.
- 2. DHS may impose financial assessments for the failure to meet the SLAs. DHS may waive imposition of an assessment in its discretion. DHS may deduct the assessment from any money payable to Maximus or may bill Maximus as a separate item.
- 3. In determining whether Maximus meets the SLA for timeliness of LTSS Applications in a monthly reporting period, in addition to Applications exempt from the 90 day deadline under Section IV-6.A.2., DHS will not consider an Application that was in process for more than 90 calendar days if Maximus establishes, to DHS satisfaction, that: (i) Maximus performed all tasks to process the Application as required by and within the time frames specified in the Agreement; and (ii) Maximus' failure to meet the 90 day deadline for the Application was not attributable, in whole or in part, to Maximus' actions or inactions in processing the Application; and (iii) Maximus has performed, or demonstrates that it will perform all tasks necessary to complete processing the Application as soon as possible.

B. Performance Measures. Maximus must meet, or exceed the following SLAs:

ENROLLMENT CENTER				
SLA	MINIMUM ACCEPTABLE	MEASURE & VALIDATION METHOD	FINANCIAL ASSESSMENT	REPORTING FREQUENCY
Monthly call answer time does not exceed 60 seconds.	Average time to answer incoming calls for a month does not exceed 60 seconds.	Average time to answer incoming calls for the month is 60 seconds or less.	1% of overall monthly invoice if average call answer time exceeds 60 seconds.	Monthly
Blocked call rate (busy signal) is less than 1%.	Less than 1% of calls blocked	Number of blocked calls per month/Total calls received per month	1% of overall monthly invoice for every 1% of calls blocked.	Monthly
Calls are not abandoned before being answered by enrollment center staff.	Less than 5% of calls abandoned, excluding calls abandoned in less than 20 seconds	Number of calls that are abandoned per month (excluding calls abandoned in less than 20 seconds)/Total number of incoming calls per month.	1% of overall monthly invoice for every 5% of calls abandoned, excluding calls abandoned in less than 20 seconds.	Monthly

BP

APPLICATION PROCESSING				
SLA	MINIMUM ACCEPTABLE	MEASURE & VALIDATION METHOD	FINANCIAL ASSESSMENT	REPORTING FREQUENCY
All applications, except those exempt from the 90-day deadline under Section IV-6.A.2, are completed in 90 calendar days.	97%	Applications timely completed during the month excluding applications exempt from the 90 day deadlines/Total number of applications required to be completed during the month excluding those applications exempt from the 90 days deadline.	5% of monthly invoice if SLA is below minimum acceptable limit.	Monthly
LTSS Applicants received an in-person visit within 7 calendar days of the date of initial contact.	90%	Number of LTSS Applicants who received an in-person visit within 7 calendar days of the date of initial contact/Total number of LTSS Applicants who had an initial contact with the selected Applicant.	5% of monthly invoice if SLA is below minimum acceptable limit.	Monthly

ADVANCE PLAN SELECTION				
SLA	MINIMUM ACCEPTABLE	MEASURE & VALIDATION METHOD	FINANCIAL ASSESSMENT	REPORTING FREQUENCY
All CHC-LTSS Participants make a CHC-MCO plan prior to enrollment	80%	Number of enrolled CHC-LTSS Participants with CHC-MCO selection prior to enrollment/Total number of enrolled CHC-LTSS Participants	1% of monthly invoice.	Monthly

CORRECTIVE ACTION PLAN				
SLA	MINIMUM ACCEPTABLE	MEASURE & VALIDATION METHOD	FINANCIAL ASSESSMENT	REPORTING FREQUENCY
Timely Submission of Corrective Action Plan	Corrective Action Plans must 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	Deficiencies identified in Corrective Action Plan are 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.

IV-9. Reports and Project Control.

Maximus must maintain a reporting system that compiles and submits Pennsylvania-specific operational, financial and systematic reports, samples, and documentation as specified in this Agreement. The reporting system must include, at a minimum: enrollments, call statistics, demographics, category/program status code groupings, and trends over time. The reporting system must be flexible enough to allow for ad hoc reporting.

- A. General Program Reporting Requirements. Maximus must submit reports electronically on a monthly, quarterly and ad hoc basis. Maximus must submit a final report at the end of Each state fiscal year. OHS may require Maximus to submit reports on a more frequent basis or as needed to address or clarify standards or requirements that are not met or to provide data on any unforeseen obstacles.
- B. Contact Reason Report. Maximus must submit a monthly reason code report containing data regarding the most frequent reasons for IEB Customer contact, to be received by DHS no later than 15 calendar days after the end of the month.
- C. IEB Daily Dashboard Report. Maximus must submit a daily statistical report containing daily, weekly and monthly data elements identified by the Department.
- D. Outreach Report. Maximus must submit a monthly outreach report containing data regarding public presentations and types of activities, to be received by DHS no later than 15 calendar

days after the end of the month.

- E. Complaint Report. Maximus must submit a weekly Complaint report containing the data specified in Section IV-5J.3 regarding Complaints received by Maximus, to be received by DHS by Wednesday of the following week.
- F. Ad-Hoc Reports. Maximus must provide Ad-hoc Reports as requested by DHS.
- G. Daily Cases in Process Report. Maximus must submit a daily report each Business Day of all cases in process from referral through the determination and Enrollment process. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Date of Birth, SSN, Address, Resident County, Case Number, Language, LEP service, Referral Date, Initial Contact Date, Application Status, Application Status Date, Aging in Current Status, Medicaid Enrolled Indicator, MA ID, PA600 Received Date, Application Start Date, PC Eligibility, PC Length Care, FED Eligibility, FED Length Care, Aging in Days, Delayed Enrollment, Program, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, PCP selection.
- H. Monthly Case Report. Maximus must submit a monthly report within five calendar days from the last day of the month of all cases in process during that month identifying status of cases, number of cases closed within 90 days, and explanations of any cases not closed within 90 days. The following data elements are required on this report: COMPASS Case ID, First Name, Last Name, Case Number, SSN, County, Medicaid Enrolled Indicator, MA ID, PA600 Received Date, Language, LEP service, Referral Date, Application Start Date, Most Recent Status, Last Updated Status Date, PC Length Care, PC Eligibility, PC Date Requested, PC Date Received, FED Date Requested, FED Date Received, FED, Program Applied to, Delayed Enrollment, Notice of Determination Date, Aging Days, Aging Days Since Current Status, First Initial Contact Date, In-person Visit Date, In-person Visit Status, Reason for Delay in In-person Visit, Reason for Delay in Application Processing, Referral Suspension Date, Suspension Reason, Application Closing Date, Closing Reason, OPTIONS participant, SCE transfer date, advance CHC-MCO selection by Participant, advance CHC-MCO selection using intelligent assignment, PCP selection.
- I. Key Performance Indicators Report. Maximus must generate a monthly report for the following key performance measures:
 - 1. Monthly Average Call Answer Time.
 - 2. Number of individuals referred during the monthly reporting period and percentage of those individuals for whom Maximus completed all required telephone attempts and mailed a follow-up letter, if required, on the 7th calendar day following the date of referral.
 - 3. Number of LTSS Applicants who received an in-person visit during the monthly reporting period, and the percentage of those LTSS Applicants who received the in-person visit within seven (7) calendar days, as required by Section IV-6F2.a, and the number of LTSS Applicants who requested an exception to the 7-day time frame for the in-person visit.

4. Number of Participants enrolled in an OLTL HCBS Program during the monthly reporting period and the percentage of those Participants whose documentation was transferred to the SC/SCE within one Business Day days of the enrollment date.
 5. Number of Participants enrolled in an OLTL HCBS Program or CHC-LTSS during the monthly reporting period and percentage of those Participants who had a FED completed prior to enrollment in the Program.
 6. Number or LTSS Applications for which final eligibility determinations were issued during the monthly reporting period, and the percentage of those Applications for which the final eligibility determination was issued within 90 calendar days of the LTSS Application date.
- J. Call Statistics Report. Maximus must submit a monthly statistical report containing data collected by ACD and IVR including calls received, answered, abandoned, outbound, blocked and transferred to the language line, as well average talk time, hold time, speed of answer, and voicemail messages, to be received by DHS no later than five calendar days after the end of the month.
- K. Staffing Report. Maximus must provide any changes to staffing or contact information as they occur or as requested by DHS. This report must also include the staffing levels of Enrollment Center and other IEB staff.
- L. SNU Report. Maximus must submit a monthly report to DHS on the activities of its SNU, including LTSS Applicants receiving assistance from the SNU, the type of assistance and the application start and end dates. The report must be received by DHS no later than 15 calendar days after the end of the reporting period.
- M. Fraud and Abuse Report. Maximus must submit a quarterly statistical and narrative report to DHS regarding its Fraud and Abuse detection and sanctioning activities, and an annual update in the aggregate. The report must be received by DHS no later than 15 calendar days after the end of the reporting period.
- N. CHC Enrollment Summary Report. Maximus must submit a monthly enrollment report containing CHC Participant data sorted by CHC Zone, county, CHC-MCO, gender, age and method of enrollment, to be received by DHS no later than 15 calendar days after the end of the month.
- O. CHC PCP Selection Summary Report. Maximus must submit a monthly PCP selection report containing CHC Participant data regarding PCP selection sorted by CHC Zone, county, CHC-MCO, gender, age and method of enrollment, to be received by DHS no later than 15 calendar days after the end of the month.
- P. Program and Plan Transfers. Maximus must submit a monthly Program and Plan Transfer report containing data regarding transfers, including transfer reasons, between OLTL Programs, and transfers between CHC-MCOs, to be received by DHS no later than 15 calendar days after the end of the month.

- Q. Consumer Satisfaction Survey Report. Maximus must submit a quarterly report containing the results of the consumer satisfaction survey, to be received by DHS no later than 15 calendar days after the end of the month.

IVIO. Monitoring Agreement Performance.

- A. General. Maximus must cooperate with DHS monitoring.
- B. Monitoring Methods. DHS will use various methods to monitor performance on an ongoing basis through various methods including:
1. Review and approval of all deliverables;
 2. Review of activities to verify application of the protocols;
 3. Review of all reports required by the Agreement;
 4. Review of Maximus' compliance with HCBS and Agreement commitments;
 5. Evaluations by authorized state, federal, and private agencies, and follow-up on corrective action;
 6. Follow-up on MA Beneficiary, Participant and LTSS Applicant Complaints.
 7. Quarterly Review of a statistically valid random sample of 50 LTSS Applications completed during a calendar quarter, or other time period specified by DHS. DHS will select the sample for review. DHS will conduct the review onsite. Maximus must provide DHS access to all records relevant to the sample, including the LTSS Application, PC, Functional Eligibility Determination, 1768 Approval, Denial or Pending Notice, PA 162 Form, LEP or other communication needs, call records and any other records of communications with the LTSS Applicant. In addition, documentation for OLTL HCBS Program applications must include electronic copies of the needs assessment of the Applicant and Freedom of Choice forms.
 8. Quarterly Review of a statistically valid random sample of 50 CHC NFI Dual Eligible Participants served by Maximus during a calendar quarter or other time period specified by DHS. DHS will select the sample for review. DHS will conduct the review onsite. Maximus must provide DHS access to all records relevant to the sample, including records identifying the date of enrollment, the date of post-enrollment packet mailing, plan assignment, and communication records for Participants in the identified sample.
- C. Enrollment Center and Other Monitoring Capabilities.
1. Maximus must provide for call recording review capabilities by DHS. DHS must be able to monitor the Enrollment Center calls using ACD software capabilities in real time, using a computer monitor. In addition, DHS must be able to track Enrollment Specialists logged

onto the IEB Hotline, the number of calls in queue, how long calls have been waiting, abandonment times, and other real-time information. If possible, the Department should be able to track all this information using Personal Computers and have ACD report printing capabilities. Maximus must also provide DHS with access to historical ACD reporting including average speed of answer, percent of calls answered in 60 seconds, average wait time, abandonment times.

2. Maximus must provide a list of Enrollment Center Staff on a weekly basis including name, location and date of hire.
3. Maximus must provide OHS read-only access to enrollment software and access to its DecisionPoint™ for Business Intelligence business process management tool for monitoring and real-time reporting purposes.

D. Corrective Action Plan.

1. **Submission.** Maximus shall prepare and submit a corrective action plan for any observation or finding contained in a notice of deficiency issued by OHS. The corrective action plan must be received by DHS within ten calendar days of notification of the deficiency or such later date as may be specified by DHS.
2. **Content.** The corrective action plan must include:
 - a. Brief description of the findings.
 - b. Specific steps Maximus 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 ensure that corrective action steps were implemented.
 - t. Signature of the Pennsylvania Program Manager or a senior executive.

Such other information as may be required by OHS.

3. **Implementation.** Maximus must implement the corrective action plan within the timeframe agreed to by the parties. Failure to implement a corrective action plan, in the manner agreed to, may result in further action by OHS. In the event OHS determines the deficiency to be a serious non-compliance with Maximus' obligations under the Agreement, OHS may find Maximus in default.
- E. Self-Monitoring.** Maximus shall monitor staff members' and subcontractors' levels of performance on an ongoing basis and report results to DHS at least quarterly.

ATTACHMENT A
REQUIREMENTS FOR NON-COMMONWEALTH HOSTED APPLICATIONS

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Attachment is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. The Selected Offeror or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Selected Offeror shall provide secure access to applicable levels of users via the internet.
3. The Selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Selected Offeror or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Selected Offeror shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within two (2) business days. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Selected Offeror shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within one (1) hour of when the Selected Offeror has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Selected Offeror or the Selected Offeror's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least three (3) business days' notice, to review the hosted system's data center locations and security architecture.
7. The Selected Offeror's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Selected Offeror or the Selected Offeror's subcontractor shall locate servers in a climate-controlled environment. The Selected Offeror or the Selected Offeror's contractor shall house all servers and equipment in an operational environment that

meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The Selected Offeror shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Selected Offeror shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Selected Offeror shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. SOC Reporting Requirements:

1. Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Selected Offeror shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to conduct the following, as applicable:
 - (i) a SOC 1 Type II report with respect to controls used by the Selected Offeror relevant to internal and external procedures and systems that process Commonwealth financial transactions;
 - (ii) a SOC 2 Type II report with respect to controls used by the Selected Offeror relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as sensitive security or protected information as defined in ITP-SEC019 Policy and Procedure for Protecting Commonwealth Electronic Data; and
 - (iii) a SOC for Cybersecurity report with respect to controls used by the Selected Offeror setting forth the description and effectiveness of Selected Offeror's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania's fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania's fiscal year.

2. SOC 2 Type II reports shall address the following:
 - (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and

- (vi) if applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Contract or under law.
3. At the request of the Commonwealth, the Selected Offeror shall complete an additional SOC for Cybersecurity audits in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection 1; or
 - (ii) if the Selected Offeror's business model changes (such as a merger, acquisition, or change sub-contractors, etc.);

The Selected Offeror shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within 60 days of its completion.

4. The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
5. The Selected Offeror shall adhere to SSAE 18 audit standards. The Selected Offeror acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Selected Offeror shall comply with such updates which shall be reflected in the next annual report.
6. In the event an audit reveals any non-conformity to SSAE standards, the Selected Offeror shall provide the Commonwealth, within 45 calendar days of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
- (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Selected Offeror or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
7. The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

C. Security Requirements

1. The Selected Offeror shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.

2. The Selected Offeror shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Selected Offeror shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Selected Offeror shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Selected Offeror shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Selected Offeror shall limit access to Commonwealth-specific systems and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Selected Offeror shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Attachment 2-A, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The Selected Offeror shall store all Commonwealth data in the United States.
2. The Selected Offeror shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Selected Offeror shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Selected Offeror shall be solely responsible for applicable data storage required.
4. The Selected Offeror shall encrypt all Commonwealth data in transit and at rest.
5. The Selected Offeror shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.

6. The Selected Offeror agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Selected Offeror-controlled or Selected Offeror-owned electronic device.
7. The Selected Offeror shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

E. Adherence to Policy

- I. Selected Offeror support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. Selected Offeror shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as Attachment 2-A.
3. Selected Offeror shall comply with all pertinent federal and state privacy regulations.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency to the Commonwealth Software Reseller within sixty (60) days of expiration or termination, or at any other time at the written request of the Commonwealth, the Selected Offeror must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Selected Offeror's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 1

Information Technology Policies (ITPs) for Outsourced/Selected Offeror(s)-hosted Solutions

ITP Number - Name	Policy Link
PTP_ACC001- Accessibility Policy	http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030- Active Directory Architecture	http://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007- Enterprise Service Catalog	http://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010- Business Process Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011- Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012- Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
PTP_INFO00- Enterprise Data and Information Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_info00.pdf
ITP_INFO01- Database Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_info01.pdf
ITP_INF006- Commonwealth County Code Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009- e-Discovery Technology Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INFO10- Business Intelligence Policy	http://www.oa.pa.gov/Policies/Documents/itp_info10.pdf
ITP_INFO11- Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_info11.pdf
ITP_INF012- Dashboard Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	http://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004 - Management of Web Records	http://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005- System Design Review of Electronic Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006- Electronic Document Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1 - Electronic Commerce Formats and Standards	http://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2- Electronic Commerce Interface Guidelines	http://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006- Business Engine Rules	http://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004- Internet Protocol Address Standards	http://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	http://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRIV001 - Commonwealth of Pennsylvania Electronic Information Privacy Policy	http://www.oa.pa.gov/Policies/Documents/itp_priv001.pdf
ITP_SECO00 - Information Security Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
PTP_SEC002- Internet Accessible Proxy Servers and Services	http://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003- Enterprise Security Auditing and Monitoring	http://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
PTP_SEC004- Enterprise Web Application Firewall	http://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006- Commonwealth of Pennsylvania Electronic Signatures Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	http://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008- Enterprise Email Encryption	http://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf
ITP_SEC009- Minimum Contractor Background Checks Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf

ITP Number - Name	Policy Link
ITP_SEC010- Virtual Private Network Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	http://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC013- Identity Protection and Access Management Architectural Standard and Identity Management Services (IPAM)	http://www.oa.pa.gov/Policies/Documents/itp_sec013.pdf
ITP_SEC015- Data Cleansing	http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017- Copa Policy for Credit Card Use for e-Government	http://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	http://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC020- Encryption Standards for Data at Rest	http://www.oa.pa.gov/Policies/Documents/itp_sec020.pdf
ITP_SEC021- Security Information and Event Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023- Information Technology Security Assessment and Testin Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024- IT Security Incident Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025- Proper Use and Disclosure of Personally Identifiabl Information (PII)	http://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029- Physical Security Policy for IT Resources	http://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031- Encryption Standards for Data in Transit	http://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliant Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034- Enterprise Firewall Rule Set	http://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC037- Identity Proofing of Online Users	http://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038- Commonwealth Data Center Privileged User JAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP_SFT000- Software Development Life Cycle (SDLC) Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001- Software Licensing	http://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002- Commonwealth of PA Website Standards	http://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003- Geospatial Enterprise Service Architecture	http://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004- Geospatial Information Systems (GIS)	http://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005- Managed File Transfer (MFT)	http://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007- Office Productivity Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008- Enterprise Resource Planning (ERP) Management	http://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009- Application Development	http://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006- Commonwealth IT Resources Patching Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008- Server Virtualization Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYMOIO- Enterprise Services Maintenance Scheduling	http://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

RIDER 3
BUDGET

Services	Annual Pricing
IEB Services	\$32,392,150.00
CHC Southwest	\$1,155,772.00
CHC Southeast	\$1,683,936.00
CHC Lehigh/Capital, Northwest and Northeast	\$1,010,462.00
Total Annual Cost	\$36,242,320.00
Fixed Monthly Fee	\$3,020,193.33

BP

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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



SIGNATURE: _____

TITLE: 5. *TBEPST)VOUMFZ, "TTU. (FOFSBM \$PVOTFM

DATE: 312712020

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

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

RIDER 4

STANDARD GRANT TERMS AND CONDITIONS FOR SERVICES

1. TERM OF GRANT

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

2. INDEPENDENT GRANTEE

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

3. COMPLIANCE WITH LAW

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

4. ENVIRONMENTAL PROVISIONS

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

5. POST-CONSUMER RECYCLED CONTENT

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

6. COMPENSATION/EXPENSES

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

7. INVOICES

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

8. PAYMENT

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

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

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

9 TAXES

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

10 WARRANTY

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

11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

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

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

12. OWNERSHIP RIGHTS

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

13. ASSIGNMENT OF ANTITRUST CLAIMS

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

14. HOLD HARMLESS PROVISION

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

15. AUDIT PROVISIONS

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

16. DEFAULT

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

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

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

17. FORCE MAJEURE

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

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

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

18. TERMINATION PROVISIONS

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

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

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

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

19. GRANT CONTROVERSIES

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

20. ASSIGNABILITY AND SUBGRANTING

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

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

- f. Any assignment consented to by the Granting Officer shall be evidenced by a written assignment agreement executed by the Grantee and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Grant and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Grantee, following which the Grantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the Granting Officer written notice of any such change of name.

21. **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Grantee agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- c. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- d. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- f. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- g. The Grantee and each subgrantee, contractor and subcontractor represents that it is

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

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

22. CONTRACTOR INTEGRITY PROVISIONS

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

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

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

e. "Financial Interest" means either:

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

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

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

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

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

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

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

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

- e. 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.
- f. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- g. 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.

- h.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

23. **GRANTEE RESPONSIBILITY PROVISIONS**

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

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

24. **AMERICANS WITH DISABILITIES ACT**

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

25. **HAZARDOUS SUBSTANCES**

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

- a. Labeling. The Grantee shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Grantee is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:

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

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

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

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

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

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

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

26. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this

warranty, the Commonwealth shall have the right to terminate the Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

27. **APPLICABLE LAW**

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

28. **INTEGRATION**

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

29. **CHANGE ORDERS**

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

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

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

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

RIDER S

DEPARTMENT OF HUMAN SERVICES 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, Joans 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

- I. 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 OHS Facility or OHS Program Office immediately should a suspension/termination occur during the contract period.

I. TRAVEL AND PER DIEM EXPENSES

Contractor shall not be allowed or paid travel or per diem expenses except as provided for in Contractor's Budget and included in the contract amount. Any reimbursement to the Contractor for travel, lodging or meals under this contract shall be at or below state rates as provided in Management Directive 230.10, Commonwealth Travel Policy, as may be amended, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

J. INSURANCE

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

Prior to commencement of the work under the contract and during the term of the contract, the Contractor shall provide the Department with current certificates of insurance. These certificates shall contain a

provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

K. PROPERTY AND SUPPLIES

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

L. DISASTERS

If, during the term 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 acquire 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. 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.

R. 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.

S. 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.

T. 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.

SUBRECIPIENT /CONTRACTOR AUDITS

AUDIT CLAUSE C - CONTRACTOR Service Organizations

The Commonwealth of Pennsylvania, Department of Human Services (OHS), 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 OHS are subject to OHS audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

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

Department of Human Services Audit Requirements

If in connection with the agreement, an entity expends \$500,000 or more in combined state and federal funds during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements No 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DHS. The contractor shall also ensure that an independent auditor performs an audit or examination of its controls applicable to the processing of transactions on behalf of the Department. These examinations shall be performed in accordance with Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization (SSAE 16). All SSAE 16 reports provided shall be "Type 2" reports (reports on controls placed in operation and tests of operating effectiveness throughout a specified period of time). The initial SSAE 16 examination shall be conducted for the first official annual reporting period required by this agreement and conducted annually thereafter.

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

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

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE C - CONTRACTOR 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 DHS' option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of 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.

OHS Required Audit Report Submission

The contractor shall submit the SSAE 10 report and SSAE 16 reports to the OHS within 90 days after the required period of audit has ended. When either the SSAE 10 or SSAE 16 reports are other than unqualified, the contractor shall submit to the OHS, 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 opinion, 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 OHS 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 OHS' not accepting the report and initiating sanctions against the contractor that may include the following :

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

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE C - CONTRACTOR Service Organizations

TECHNICAL ASSISTANCE

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

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

SUBRECIPIENT / CONTRACTOR AUDITS

AUDIT CLAUSE C - CONTRACTOR
Service Organizations
ENCLOSURE I

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

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirements]* 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]

RIDER 6

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 OHS 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.

CERTIFICATE OF CORPORATE SECRETARY

The undersigned Secretary of MAXIMUS Health Services, Inc. ("Corporation") hereby certifies that Bruce Perkins, Senior Vice President, has been authorized by the Board of Directors of the Corporation to sign all contractual documents pertaining to the Pennsylvania Independent Enrollment Broker contract. This authorization is provided on behalf of the Corporation in accordance with internal procedures adopted by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand.



David R. Francis

Secretary

Date: 3-11-2017