FULLY EXECUTED - CHANGE 5

Purchase Order No: 4300002536

Original PO Effective Date: **04/16/2007**

PO Change Date: 01/26/2010

PO Issue Date: **01/28/2010**

Your SAP Vendor #: 119822

Supplier Name/Address:
LDP INC
DBA LEADER SERVICES
LDP INC
75 KIWANIS BLVD
WEST HAZLETON PA 18201-1157 US

Supplier Phone Number: 570-455-8511
Supplier Fax Number: 570-455-8048

Purchasing Agent
Name: Lawanza Poteat
Phone: 717-787-8037
Fax: 717-705-0922

Please Deliver To:

See Item Level for Delivery Addresses

Please Bill To:
Commonwealth of Pennsylvania - PO Invoice
PO Box 69180
Harrisburg, Pennsylvania 17106

Purchase Order Description:
16 LDP-EPSDT MA ACCESS, Renewal

This Purchase Order is comprised of: The above-referenced Solicitation, the Suppliers Bid or Proposal, and any documents attached to this Purchase Order or incorporated by reference.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Consulting Services	200.000	Each	07/01/2007	125.00	1	25,000.00
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to consulting services, FY07.						
2	Administrative Claims Transactions	322,526.260	Each	07/01/2007	2.70	1	870,820.90

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____

Printed Name _____

Title _____

Date _____

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Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to administrative claims transactions, FY07.						
3	Consulting Services	200.000	Each	07/01/2008	125.00	1	25,000.00
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to consulting services, FY08.						
4	Administrative Claims Transactions	303,799.704	Each	07/01/2008	2.70	1	820,259.20
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to administrative claims transactions, FY08. Field Changed: QUANTITY Old Value: 305880.710 New Value: 303799.704 Field Changed: VALUE Old Value: 825877.92 New Value: 820259.20						
5	Consulting Services FY 09	200.000	Each	07/01/2009	125.00	1	25,000.00

Information:

Total Amount:
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Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to consulting services for FY 09.						
6	Administrative Claims Transactions FY 09	360,000.000	Each	07/01/2009	2.70	1	972,000.00
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to administrative claims transactions FY 09.						
7	Consulting Services FY 10	400.000	Each	07/01/2010	125.00	1	50,000.00
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to Consulting Services for FY 10. *** New Item ***						
8	Administrative Claims Transactions FY 10	360,000.000	Each	07/01/2010	2.70	1	972,000.00
	Please Deliver to: SPECIAL ED 333 MARKET St 7TH FLOOR HARRISBURG PA 17126-0333 US Item Text All costs incurred related to Administrative Claims transactions FY 10. *** New Item ***						

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

FULLY EXECUTED - CHANGE 5

Purchase Order No: 4300002536

Original PO Effective Date: **04/16/2007**

PO Change Date: 01/26/2010

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Supplier Name:

LDP INC

DBA LEADER SERVICES

General Requirements for all Items:

Information:

Total Amount:

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

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Supplier Name:
LDP INC
DBA LEADER SERVICES

Header Text
Original Contract Term: July 1, 2006 through June 30, 2007 with four annual options to renew. Reference PO 4500332300

Amendment A: The first annual option to renew on this contract is exercised, extending this contract from July 1, 2007 through June30, 2008.

Amendment B: (1/30/08): The second of four annual options to renew on this contract is exercised, extending the term from July 1, 2008 through June 30, 2009.

Amendment C: (01/29/09): This amendment represents the third of four annual options to renew on this contract, extending the term from July 1, 2009 through June 30, 2010

Local Educational Agencies (LEAs) that provide direct health-related services to their special education students may be able to recover federal funds for those students who are participants in the Pennsylvania Medical Assistance Program. School staff must maintain appropriate licenses and/or credentials in order to be considered a provider in this program.

Billing rates are established annually for LEA direct billing services. Rates for each reimbursable service are calculated for each LEA. Reimbursement direct services include: Assistive Devices; Audiology Services; IEP Development; Interpreter Services; Nursing Services; Occupational Therapy; Orientation and Mobility; Personal Care Assistants; Physical Therapy; Physician Services; Psychiatric Services; Psychological Services; Social Work; Speech, Language, and Hearing Therapy; Teachers of the Hearing Impaired; Special Transporation (Augmented Vehicles); Vision Services.

Contractor will perform the services listed in this contract for all Local Educational Agencies (LEAs) participating in the School Based ACCESS program (BSAP) and Administrative Claims Program. No other vendors will be permitted to submit SBAP claims or invoicesfor the Administrative Claims Programs directly to the Pennsylvania Medical Assistance Program. LEAs may contract with other vendors to assist with the preparation of program documentation and claims data, however, all claim data must be routed to the Contractorfor submission to the Pennsylvania Medical Assistance Program for payment. Contractor will be reimbursed at a flat rate fee for eachmedical assistance service claim processed. Contractor will submit monthly invoices to the Pennsylvania Department of Education (PDE), Bureau of Special Education (BSE), and will be paid from funds available in the restricted receipt account.

The Contractor will be reimbursed at a set amount for each transportation and direct service claim transaction processed. Contractor will submit monthly invoices to the Pennsylvania Department of Education, Bureau of Special Education, and will be paid from funds available in the restricted receipt account.

Refer to Attached Statement of Work for further responsibilities.

Leader Services will provide an annual report to PDE/BSE that includes a comparison of school-based reimbursement services between a number of states that are demographically similar to Pennsylvania. The report will include suficient information to determine Leader's effectiveness in managing the PDE/BSE program. Leader Services will develop a prototype of the report and present it to PDE/BSE by October 31, 2006. PDE/BSE will make any changes required. Leader will present PDE/BSE with the 2005/2006 report by April 30,2007. The report will be prepared each year of the contract. PDE/BSE may request changes to the report annually.

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

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LDP INC

DBA LEADER SERVICES

6/9/08 Quantity on line 2 reduced.

7/7/09 - Reducing line 4 due work being completed on line. This line will no longer being invoiced.

11/24/09: Liquidating Line 4. All services have been performed on this line for FY 08.

Amendment D: (01/20/10): This amendment represents the fourth and final option to renew on this contract, extending the term from July 1, 2010 through June 30, 2011.

No further information for this PO.

Information:

Total Amount:
3,760,080.10

Currency: USD

Statement of Work – July 1, 2010 through June 30, 2011

Direct Services

Local Education Agencies (LEAs) that provide direct health-related services to their special education students may be able to recover federal funds for those students who are participants in the Pennsylvania Medical Assistance Program. School staff must maintain appropriate licenses and/or credentials in order to be considered a provider in this program.

Billing rates are established annually for LEA direct billing services with the exception of Assistive Device and IEP billing (Assistive Devices are billed at cost and the IEP is billed at a set amount). Rates for each reimbursable service are established based on a LEAs cost to provide the service. Reimbursable direct services include:

Assistive Devices	Physician Services
Audiology Services	Psychiatric Services
IEP Development	Psychological Services
Nursing Services (RN & LPN)	Social Work Services
Occupational Therapy	Speech, Language, and Hearing Therapy
Orientation and Mobility	Teachers of the Hearing Impaired
Personal Care Assistants	Special Transportation
Physical Therapy	Vision Services

Contractor will perform the services listed in this contract for all LEAs participating in the SBAP and Administrative Claims Program. No other vendors will be permitted to submit SBAP claims or invoices for the Administrative Claims Programs directly to the Pennsylvania Medical Assistance Program. LEAs may contract with other vendors to assist with the preparation of program documentation and claims data; however, all claim data must be routed to the Contractor for submission to the Pennsylvania Medical Assistance Program for payment. Contractor will be reimbursed at a flat rate fee for each medical assistance service claim (including transportation claims) processed. Contractor will submit monthly invoices to the Pennsylvania Department of Education, Bureau of Special Education (BSE), and will be paid from funds available in the restricted receipt account.

Administrative Claims/Time Studies

LEA staff frequently performs health-related outreach activities and may recover federal funds for certain activities that relate to the state's Medicaid Program. A quarterly one-week time study is performed by LEA staff to determine the time spent on activities that were in direct support of the Medicaid Program.

Contractor will provide services relating to the Department of Education's Administrative Claims Program, which is a cooperative effort between the Department of Education,

the Department of Public Welfare, and the Centers for Medicare and Medicaid Services (CMS). Contractor will develop methods of conducting time studies and research alternative methods of conducting time studies, in order to maximize participation and reimbursement. Contractor will include an Administrative Claims section in the ACCESS Program's Procedures Manual.

Contractor will be reimbursed for conducting quarterly administrative time studies based on the number of 15-minute units of claimable time that are processed. If claimable time is not indicated on a time sheet form, there will not be a processing charge for that time sheet. Contractor's processing fees will be paid from the LEAs share of federal reimbursement. Upon receipt of payment, the Department of Education will issue a check to the contractor. If Contractor's fee is more than 40 percent of the LEAs' share, the amount over 40 percent will be borne by the Contractor. Contractor's fee will be capped at 40 percent of the LEAs' federal reimbursement.

Processing fees will be invoiced by the Contractor to the Department of Education for three quarters of the fiscal year. Invoices will be submitted at the time the quarterly claim is prepared and submitted to the Department of Public Welfare.

Contractor's processing fees will include the provision of the following services:

- Providing a project coordinator.
- Preparing all training materials.
- Creating seminar invitations and handling training registration.
- Conducting in-service programs for continuing time study participants in conjunction with ACCESS group meetings.
- Conducting in-service programs for new time study participants as needed.
- Printing time study forms.
- Distributing time study forms (including postage, shipping and handling).
- Collecting time study forms.
- Completing data entry and scanning of collected time study forms.
- Computing four quarterly claims.
- Assigning two customer service representatives for participant support.
- Preparing quarterly and annual management reports.
- Submitting four quarterly Medicaid claims as follows:

Time Study Quarter	Claim
July, August & September, 2010	Average for this Quarter
October, November & December, 2010	Based on Time Study
January, February & March, 2011	Based on Time Study
April, May & June, 2011	Based on Time Study

- Preparing four quarterly LEA reimbursement letters.
- Reconciling submitted claims.

Management/Administration

If requested by BSE, Contractor will provide Personnel/Consulting Services for technical assistance to the Pennsylvania Department of Education.

Contractor Responsibilities:

At a minimum, the contractor will provide the following services:

Contractor must provide all claim forms for the Direct Service and Administrative claim program and bear the cost of purchasing, printing, maintaining and mailing forms.

Contractor must provide detailed monthly management reports to LEAs and the Bureau of Special Education, and bear the cost of printing and mailing. Reports must be available on Leader's web site for access by LEAs.

Contractor must provide on-site training and technical assistance to all LEAs, regardless of size, on an as needed basis dictated by the LEA.

Contractor must conduct five (5) regional training seminars. Locations must allow for the maximum number of attendees.

Contractor must provide telephone support via a toll-free phone number.

Contractor must attend bi-monthly meetings with the Department of Public Welfare and the Bureau of Special Education in Harrisburg.

Contractor must create, maintain and update a SBAP Procedures Manual, and bear the cost of printing and distributing.

Contractor must create an annual program summary report for the Pennsylvania Department of Education, Bureau of Special Education, and bear the cost of printing and distributing.

Contractor must provide account managers to provide training and technical assistance to enrolled LEA.

Contractor must maintain a Help Desk, which is accessible from 8:00 a.m. until 5:00 p.m. (Eastern Time) for LEA staff who are in need of technical assistance.

Contractor will utilize the Pennsylvania Department of Public Welfare and Centers for Medicare and Medicaid Services approved programs for both the Direct Service and Administrative Claim Programs.

Contractor will research, develop and present to the Bureau of Special Education proposals for adding reimbursable services and/or changes to direct service definitions.

Contractor must have the ability to develop direct service billing rates consistent with the approved state methodology.

Contractor will submit electronic direct service claims to the Department of Public Welfare on a weekly basis.

Contractor must be capable of receiving electronic remittance advice data weekly and applying payments to their claims processing system. When applicable, rejected claims must be rebilled in an effort to obtain payment. Payments must be separated by LEA and applied to their individual restricted funds account. Weekly reports detailing Medicaid payments, credits and adjustments must be provided to the Pennsylvania Department of Education's Comptroller Office.

The Pennsylvania Department of Education's Comptroller Office will provide the Contractor with a monthly report of approved project payments. These payments must be applied to each LEAs individual restricted funds account. The contractor is responsible to ensure that the restricted accounts are in balance between the contractor's file and the Pennsylvania Department of Education's Comptroller Office records.

Contractor will develop and supply materials for all training sessions provided for both programs. Contractor will also bear the cost of development, printing and distribution of the training materials.

Annually, as dictated by the Bureau of Special Education, the Contractor will conduct approximately twenty-five to thirty-five on-site quality assurance reviews and provide reports detailing the result of the reviews.

Contractor will provide presentations to individual LEA school boards, as requested by the individual LEA.

Contractor will provide technical assistance and support to LEAs, in the event of a state or federal audit.

Contractor will provide any training needed by LEAs to correct deficiencies identified during an audit.

Contractor will intervene with the state and federal government on behalf of the LEA, in the event of questionable audit findings.

Contractor will develop and maintain working relationships with the appropriate federal and state personnel, in order to assure compliance with the approved Medicaid State Plan.

Contractor will submit policy clarification requests to the Bureau of Special Education, and assist the Bureau of Special Education with presentations and negotiations with the Department of Public Welfare and the Centers for Medicare and Medicaid Services.

Contractor must establish a procedure to determine, identify and verify Medicaid eligibility of students prior to claim submission to the Department of Public Welfare.

Contractor will provide on-going maintenance of the Third Party Liability denial system for children with dual Medical Assistance and private insurance coverage. Contractor will obtain annual blanket denials from private insurance companies, and coordinate

related LEA activities to maximize billing for students enrolled in both Medical Assistance and private insurance.

Contractor must assist LEAs in the Department of Public Welfare's provider enrollment process required to obtain a Medicaid Provider number.

On a continuing basis, Contractor must evaluate SBAP provider qualifications and draft recommendations for change as needed.

Contractor must provide special reports to LEAs, Pennsylvania Department of Education, Bureau of Special Education, Department of Public Welfare and other interested parties as requested and approved by the Pennsylvania Department of Education.

Contractor must annually obtain a third-party audit of data center controls such as an annual Statement of Auditing Standards, Number 70 report, and, upon request, provide a copy of any audit report to the Pennsylvania Department of Education.

Contractor must disclose any investigation, review, citation, or indictment under either program by Medicare, Medicaid, or any other local, state, and/or federal agency during the past five years.

Contractor must provide web-based software applications to facilitate the entry of direct service transaction by the LEAs. The software must allow the entry of Service Description Slips and the entry of Professional Service Logs. The software must include appropriate edit checks to ensure the accuracy of data. This information must seamlessly populate the claims processing system, eliminating redundancy of data.

Contractor must provide technical assistance and data exchange via the Internet for those LEAs interested in this technology.

Contractor must have the capability to accept data from LEAs in a variety of formats, including but not limited to ASCII, Delimited, MS Access, MS Word, MS Excel, and FileMaker.

Contractor must be able to accept LEA data in multiple media including diskette, CD, hard copy, and other common magnetic media.

Contractor must ensure compliance with the privacy provisions of the Family Educational Rights and Privacy Act (FERPA).

Contractor must ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).

Contractor must be able to submit and receive HIPAA compliant transactions including but not limited to:

Claim Submission	(HIPAA 837P)
Claim Remittance Advice	(HIPAA 835)

Contractor will research the feasibility of adding Targeted Case Management as a service should CMS eliminate Administrative Claiming through CMS-2287-P.

Contractor will assist the Department of Education with any action required to dispute the elimination of Transportation and Administrative Claiming by the CMS.

At the option of the Department of Education, with mutual agreement of the Contractor, the contract may be renewed annually up to four renewal years. Annual renewal price increases can be from 0% to 5%. The contractor and the Department of Education will agree on the renewal price not less than 120 days prior to the termination date of the then current contract(s).

Leader Services – Pricing Matrix for 2010/2011 School Year

Type of Service	Quantity	Unit Rate	Extended Price
Consulting Service	400	$125.00	$50,000.00
Administrative Claims	360,000	$2.70	$972,000.00
Total			$1,022,000.00