

**PROJECT STATEMENT AND SCOPE OF WORK
FOR DENTAL SERVICES FOR
THE PENNSYLVANIA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
SOUTHEASTERN VETERANS HOME**

I. Objectives.

A. General. The Pennsylvania Department of Military and Veterans Affairs (DMVA) is seeking to award a purchase order (PO) for the provision of dental services at the Southeastern Veterans Center (SEVC) in accordance with this project statement.

B. Specific. SEVC is located at One Veterans Drive, Spring City, Pa. 19475.

The PO will cover the requirements for all dental services. SEVC is a full-time nursing facility.

C. DMVA Contracting Officer. The DMVA Contracting Officer responsible for the solicitation and PO award is:

Kay Marks, Purchasing Agent Supervisor
Procurement & Contracting
Bldg. 0-47 Fort Indiantown Gap
Annville, PA 17003-5002
Phone: 717-861-6249
Email: kaymarks@pa.gov

D. Method of Award and Term of PO. DMVA shall award the PO to the lowest responsive quote. In order to be deemed responsive, the bidder must be able to perform the required services as outlined in the project statement and in accordance with the terms and conditions.

It is DMVA's intent to establish a three year PO with two, one-year renewal options. The term of the PO shall commence on the executed effective date and shall end on the expiration date identified on the PO. Services shall begin as specified in the project statement or notice to proceed letter, whichever is the later. DMVA reserves the right, upon written notice to the awarded contractor, to extend the term of the PO or any part of the PO for up to 90 days under the same terms and conditions.

E. Reserve Conditions. Each resident maintains the right to accept or reject participation in the service offered under the awarded agency contract. The residents or the residents' families may choose to obtain services from another provider at their own discretion. In accordance with Federal Veterans Affairs regulations, DMVA cannot guarantee that all services will be provided by the awarded contractor.

II. Minimum Qualification Requirements

A. Contractor License. Potential bidders shall provide a current license to practice dentistry with the Commonwealth of Pennsylvania, State Board of Dentistry. Potential bidders shall

provide the facility with a practitioner license number, expiration date, and if appropriate, Drug Enforcement Agency (DEA) number.

- B. Contractor Experience.** Potential bidders shall provide proof of a minimum 5 years' experience in dental services.
- C. Pricing.** Potential bidders shall submit pricing for all line items/services requested by DMVA. Potential bidders shall provide additional pricing on the attached appendix A.
- D. Subcontracting.** Potential bidders shall not subcontract any of the services in this project statement.
- E. Location.** Potential bidders shall ensure the provider is located within a 20-mile radius of SEVC.

III. Project Statement.

- A. Contractor Responsibilities.** The awarded contractor shall provide on-site dental services on a weekly basis to residents of SEVC. The awarded contractor shall be an independent contractor and not an employee of the Commonwealth of PA. The awarded contractor shall render professional services in accordance with SEVC policies, procedures, rules, and standards. Compliance with contract specifications shall be under the direction of SEVC's Business Manager or designee.

The awarded contractor shall provide one yearly examination and one yearly prophylaxis/cleaning to SEVC's residents. DMVA shall be responsible to pay the awarded contractor for the examination and cleaning services for each resident of SEVC. Optional services for this contract shall be provided on an as needed basis. Optional services are listed in the Appendix A. The awarded contractor shall be aware that part of the population may be bed bound patients, and additional time may be required to service this group.

The awarded contractor shall furnish all supplies and equipment needed for the dental services and the sterilization of equipment. The awarded contractor shall supply their own staff to assist and complete the dental services. Sanitization of all equipment shall be in accordance with all infection control protocols.

The awarded contractor shall provide a back-up dentist, approved by SEVC in the event of an extended absence. The back-up dentist shall follow the specifications as stated in this project statement.

- B. Scheduling.** The awarded contractor shall coordinate the appointment scheduling for the residents with SEVC. Prior to beginning services under this contract, the awarded contractor shall provide a schedule for the dates and times that services will be provided. All residents requiring treatment shall be seen on that scheduled date. The awarded contractor will provide the resident schedules to the facility scheduling clerk at least one week in advance of schedule dates.

- C. **Emergency Services.** The awarded contractor shall provide 24 hour emergency services. Prior to treatment of any dental emergencies (this includes, but is not limited to the following: abscesses, fractured, luxated or avulsed dentition, lost amalgams and/or crown/bridges), the awarded contractor shall complete the "Certification of Medical Necessity" and forward it to the Facility Medical Director or the DMVA's Bureau of Veterans Homes Chief of Clinical Services. Treatments of dental emergencies shall not to be performed without signed approval of the Certification of Medical Necessity.

Indigent residents who require medically necessary pre-approved services shall also have a Certification of Medical Necessity from signed by the facility Medical Director or DMVA's Bureau of Veterans Homes Chief of Clinical Services and also an Expressed Authorization Form completed by the Facility Reimbursement Officer prior to treatment.

Cosmetic procedures to complete dentures and/or partial dentures are not classified as an emergency.

- D. **Reports.** The awarded contractor shall provide a monthly, written report to SEVC with the resident's name, services provided, and date services were provided. The awarded contractor shall be responsible for maintaining accurate records.
- E. **Hours of Operation.** The awarded contractor shall perform the services and deliveries within normal business hours. Services or deliveries may be performed outside of normal business hours with prior approval from the Program Office POC. Normal business hours are Monday through Friday between 8:30 A.M. and 4:00 P.M
- F. **Estimated Quantities.** DMVA quantities listed in the Purchase Order are considered estimated.
- G. **Like Services/Increase and Decrease Quantities.** The DMVA Reserves the right to add like services or supplies to the contract not listed in the original solicitation or contract if a need arises. The awarded contractor will be notified in writing when services or supplies have been added. DMVA reserves the right to increase and decrease quantities resulting from variations between any estimated quantities in the Contract and actual quantities.
- H. **Qualification/Scope of Work Changes.** The DMVA reserves the right to change qualifications and/or scope of work items to enhance the success of the service.
- I. **Background Checks.** (January 2023)
- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Documents/Public%20Documents/criminal_history/CRC%20Request%20SP%204-164.pdf. The background check must be conducted prior to initial access and on an annual basis thereafter.

- b. Before the Commonwealth will permit access to the Contractor, the Contractor must

provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

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

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

- J. **Background Check Restrictions.** The awarded contractor's employees, contractors, or resources shall not be employable by DMVA if they have been found guilty of abuse, neglect, exploitation, misappropriation of property or mistreatment by a court of law, or have had a finding entered into the Pennsylvania nurse aide registry or any State registry if applicable, concerning abuse, neglect, exploitation, mistreatment of residents or misappropriation of resident property, or have disciplinary action in effect against his/her professional license by at state licensure body as a result of finding of abuse, neglect, exploitation, mistreatment of residents or misappropriation of resident property. DMVA has the right to review each individuals background check on a case-by-case basis for any other infractions.
- K. **Removal of Contractor Personnel.** The POC or designee reserves the right to direct the awarded contractor to permanently remove any contractor personnel from duty under the PO when the performance does not meet the standards outlined in these Specifications or when DMVA determines that it is in the best interest of the Commonwealth to have the personnel removed. The POC or designee shall notify the awarded contractor in writing of the reason(s) the removal of contracted personnel is required. Removal of contractor personnel will not relieve the awarded contractor of any performance requirements under the PO or create an entitlement of the contractor to receive an equitable payment adjustment. The awarded contractor shall not, without the POC or designee's consent, assign a permanently removed individual to DMVA at any time.

- L. **Facility Security Procedures.** Each time the awarded contractor's employees provide services for DMVA, they will be required to sign in at the security desk at the main entrance of the facility, obtain contractor identification badges, and report to DMVA POC, prior to the provision of services under this PO. Upon completion of the services, the awarded contractor's employees must return to the security desk, sign out, and return all badges issued to them. For the Veterans Homes, any medical providers or individuals providing services directly to residents will be required to punch in and out at a time clock or access device. The awarded contractor shall follow all required security procedures of each location within the facility in addition to any other pertinent identification or requirements as deemed necessary by DMVA. Particularly sensitive areas may require DMVA staff to accompany the awarded contractor's employees. These procedures may vary from work location to work location and must be adhered to. If requested by the facility designee, the awarded contractor shall provide paperwork for facility designee to sign verifying satisfactory services have been provided.
- M. **Facility Policies and Procedures.** The awarded contractor's employees providing services at the DMVA location shall follow all policies and procedures of the location(s). The awarded contractor may obtain a copy of all policies and procedures from the Program Office POC.
- N. **Compliance.** All services and supplies provided must be compliant with the most current applicable Federal, State, and Local, Standards, Laws, Guidelines, Licensure Requirements, and Regulations (Requirements). In any event where the awarded contractor creates a scenario where the contracting agency is found to be out of compliance with any Requirements the awarded contractor will be liable and responsible for any damages suffered by DMVA. All non-compliance issues must be addressed and resolved by the awarded contractor within (48) forty-eight hours of notification to the awarded contractor. It is the awarded contractor's responsibility to ensure they are complying with all Requirements, including any updates throughout the duration of the contract, regardless of being provided them specifically by DMVA.
- O. **DMVA Payment Authorization.** For all services provided under the Contract, DMVA reserves the right to authorize the Veterans Home to pay for the services provided. The awarded contractor shall bill DMVA and DMVA shall pay for services with DMVA payment authorization. DMVA shall provide pre-authorization in writing to the awarded contractor prior to the provision of services. The awarded contractor shall provide an itemized invoice by resident for all services billed to DMVA.
- P. **Insurance Billing – Resident Pay, non-Enhanced Veterans Reimbursement (EVR).** The awarded contractor shall bill Medicare and other third-party payers for services provided. The awarded contractor shall bill Medicaid, when participating. The awarded contractor is required to make a good faith effort to obtain reimbursement from third-party insurance and Medicaid if the awarded contractor is participating. The awarded contractor shall send all remaining bills directly to the resident for payment. The awarded contractor shall agree to direct billing for all services and procedures provided, as follows: Medicare, Primary Insurance, Medical Assistance, Supplemental Insurance (Medicare deductible/co-insurance), lastly the Resident. The awarded contractor shall accept the insurer's Usual, Customary and Reasonable (UCR) rates as the acceptable rate for the service provided.

The resident shall not be responsible to pay the difference between the UCR and the awarded contractor's rate for a given service. DMVA shall not cover any outstanding costs or expenses associated with the provision of services under this contract.

- Q. Insurance Billing – DMVA Payor of Last Resort.** The awarded contractor is required to have a provider number and bill Medicare, Medicaid, and other third-party payers that provide coverage for any resident. With respect to services rendered to residents who are Medicare, Medicaid, or third-party insurer beneficiaries, the awarded contractor shall bill the insurer. All bills for cost-sharing amounts must be sent directly to the Veterans Home. The awarded contractor cannot bill the residents or their families for any cost-sharing amounts. The Veterans Home will reimburse the awarded contractor without limitation for all cost sharing amounts owed up to the UCR rate, when required by regulation. The awarded contractor is required to make a good faith effort to obtain reimbursement from third party insurance. The awarded contractor shall agree to direct billing for all services and procedures provided to residents by adhering to the following terms and order of payers for allowable charges: Medicaid, Medicare, Insurance, Supplemental Insurance, Veterans Homes. The awarded contractor shall accept the insurer's Usual, Customary and Reasonable (UCR) rates as the acceptable rate for the service provided. Neither DMVA nor the resident shall be responsible to pay the difference between the UCR and the awarded contractor's rate for a given service. The Veterans Home will be payer of last resort for any/all co-pay & deductible amounts and for uninsured residents up to the Medicare/Medicaid, UCR rates. Requests for submission of any necessary corrections or waiver appeals must be submitted by the awarded contractor within seventy-two (72) hours of request. The Veterans Home shall provide the awarded contractor with updated resident insurance information as changes occur. The awarded contractor shall make all corrections to rejected claims; assist with waiver appeals, and correction of billings. The awarded contractor shall provide an itemized invoice for services based on the PO. The awarded contractor shall bill for services when completed, not to exceed thirty (30) days from date of service. Insured and uninsured residents shall be invoiced and billed separately. The awarded contractor shall provide individual invoices for all cost sharing amounts (co-pays and deductibles) to the Veterans Home for reimbursement as they occur. Invoice backup shall be in the form of an itemized spreadsheet detailing the medical specialty service, a copy of the explanation of benefits (EOB), from the awarded contractor and below fields provided on-site and off-site at the Veterans Home. The awarded contractor shall provide billing reports to the Veterans Home, as requested.
- R. Medical Screening.** The awarded contractor will have staff complete the following prior to the provision of services: Contractor/Vendor TB Screening Attestation, The HealthCare Personnel (HCP) Baseline Individual Tuberculosis (TB) Risk Assessment, Initial Tuberculosis (TB) Signs & Symptoms questionnaire, as well as, TB Testing if not completed within the past twelve (12) months. The awarded contractor will present proof for all staff assigned to the SVH of having received a complete two-step PPD (purified-protein-derivative) tuberculin skin test (TST) with negative/no reaction result completed within the past twelve (12) months or a negative Interferon Gamma Release Assay (IGRA) blood test (examples: QuantiFERON / T-spot). A single negative IGRA test done within the prior 12 months will be accepted.

TST (Tuberculin Skin Test).

If the individual has had only one TST in the past 12 months, that test would be considered the first of the two-step process, the second step being the repeat TST test.

If an individual has not had a TB test within the last twelve months or has never had a TB test and TST is being done for the first time, the 2 step TST protocol shall be followed.

Contractors with a newly positive TB Test result will complete a symptom evaluation,

TB Signs & Symptoms Questionnaire, and be referred to the local County Health Department (DOH) and potential restriction from the SVH.

Contractors with a known history of positive TB Testing; a past chest x-ray, applicable clearance from County DOH or Primary Care Provider (PCP), and symptom evaluation, ***TB Signs & Symptoms Questionnaire***, must be submitted to the SVH prior to rendering services.

Contractors assigned to the SVH must complete a **TB Signs & Symptoms**

Questionnaire annually. If symptomatic screening is positive at any time, the contractor is required to follow the direction of the SVH Infection Preventionist in relation to further testing and screening, potential follow up with local Department of Health and potential restriction from the SVH.

It is the awarded contractor's responsibility to ensure the SVH is provided with the most current documentation throughout the term of the agency contract.

Failure to provide the required documentation will be interpreted as the awarded contractor not complying with the Terms and Conditions of the agency contract.

- S. **Infection Control.** The awarded contractor must comply with all Commonwealth of PA infection control requirements, Centers for Disease Control and Prevention (CDC) guidance, and COVID-19 guidelines for the duration of the contract period.
- T. **Ongoing Screenings.** The Awarded Contractor is responsible for providing required information, Provider Screening for Exclusion from Participation in Federal Health Care Programs Contractor Attestation to comply with the Medical Assistance Bulletin No. 99-11-05 (attached). This attestation must be provided directly to the Veterans' Home upon hiring or assigning individuals to the Veterans' Home and monthly thereafter. In the event one of the Awarded Contractor's employees or their subcontracted employees, are identified, it is the Awarded Contractor's responsibility to suspend the individual from the Veterans' Home immediately and ensure the proper levels of care continue to be met with an appropriate, equivalent substitution. It is the Contractor's responsibility to make sure that the Veterans' Home is provided with this documentation throughout the term of the Contract. Failure to provide the required documentation will be interpreted as the Awarded Contractor not complying with the Terms and Conditions of the Contract.
- U. **Annual Training of Contracted Staff:** All awarded contractors, contractor personnel, and subcontractors that encounter residents during the performance under their contract at a Veterans Homes shall complete annual training. The training will consist of safety topics, emergency preparedness, residents' rights, abuse, infection control, reporting, incidents, HIPAA, and compliance. The approximate length of all combined trainings is estimated at no more than 2 hours per person. The cost associated with the annual trainings shall be included in contract amount and shall not be billed separately.

- V. **Billing.** The awarded contractor shall invoice DMVA for services provided under the PO. Renewal year pricing will be maintained at each renewal period. The awarded contractor may be required to provide verification of costs.

The awarded contractor shall submit a monthly invoice for all inspections, maintenance and on-call repair services. The monthly invoices will contain an itemization as defined in the Commonwealth Terms & Conditions.

If the invoice does not contain the minimum information set forth as defined in the Commonwealth's Standards Terms & Conditions, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment under the Commonwealth's Standard Contract Terms and Conditions for POs, will be suspended until the Commonwealth receives a correct invoice. The awarded contractor may not receive payment until the Commonwealth has received a correct invoice.

- W. **Final Inspection.** DMVA reserves the right to conduct a final inspection and acceptance test of all work or deliverables acquired under this PO.

- X. **Reporting Requirements.** The awarded contractor shall supply current copies of required current licensure, current certification, relevant education, training and experience, current competence, and a statement that the individual is able to perform the services that he or she is applying to provide in the Commonwealth of Pennsylvania, as specified in the statement of work and/or the terms and conditions. This documentation must be provided to Keith Wood at kowood@pa.gov at SEVC. The awarded contractor shall mail, fax, or hand deliver copies of all necessary information to the Veterans' Home where services are to be provided within the timeframe as designated in the statement of work. It is the awarded contractor's responsibility to make sure the Veterans' Home is provided with the most current documentation throughout the term of the contract. Failure to provide the required documentation will be interpreted as the contractor not complying with the terms and conditions of the contract.

Y. **Laws/Statutes/Acts/Etc. (as applicable)**

Stark Law. The awarded contractor shall comply with the Physician Self-Referral Law [42 U.S.C. § 1395nn] (Stark Law).

Anti-Kickback Statute. The awarded contractor shall comply with the Anti-Kickback Statute [42 U.S.C. § 1320a-7b].

False Claims Act. The awarded contractor shall comply with the False Claims Act [31 U.S.C. § § 3729-3733].

Exclusion Statute. The awarded contractor shall comply with the Exclusion Statute [42 U.S.C. § 1320a-7].

Annual Checks. The awarded contractor shall ensure all contract staff who will have contact with residents complete the following checks annually:

- The Pennsylvania Department of Human Services Medichex (Precluded Providers) List
- The Office of Inspector General, U.S. Department of Health and Human Services Exclusion Database Check
- The U.S. Department of Health and Human Services National Practitioners Data Bank Check
- Background Check Certification Form

The awarded contractor shall immediately report to DMVA any individual that does have a clean check and remove them from providing services to DMVA. The awarded contractor shall provide certifications that the checks have been completed upon request by DMVA.

- Z. **Program Office POC.** The awarded contractor shall provide all required documentation throughout the term of the executed PO to the POC for the program office:

Keith Wood, Procurement Specialist 1
 Department of Military & Veterans Affairs
 Southeastern Veterans Center
 One Veterans Drive
 Spring City, Pa. 19475
 Telephone : 610-948-2448
 Email Address :kowood@pa.gov