

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Alfonso Percy Pew, :  
Petitioner :  
 :  
v. :  
 :  
Department of Corrections and :  
Wellpath, LLC (Office of Open :  
Records), : No. 986 C.D. 2025  
Respondents : Submitted: September 14, 2026

BEFORE: HONORABLE CHRISTINE FIZZANO CANNON, Judge  
HONORABLE LORI A. DUMAS, Judge  
HONORABLE BONNIE BRIGANCE LEADBETTER, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION  
BY JUDGE FIZZANO CANNON

FILED: October 27, 2026

Alfonso Percy Pew (Requester) petitions *pro se* for review from the July 23, 2025, final determination of the Office of Open Records (OOR). The OOR denied Requester's appeal from the denial by the Department of Corrections (Department) of his request under the Right-to-Know Law (RTKL)<sup>1</sup> for liability insurance policies maintained by Wellpath LLC (Wellpath), a healthcare provider contracted by the Department. Upon review, we vacate the OOR's July 2025 final determination and remand for further proceedings and a new final determination in accordance with this opinion.

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<sup>1</sup> Act of February 14, 2008, P.L. 6, 65 P.S. §§ 67.101-67.3104.

## **I. Background**

Requester is an inmate currently incarcerated at the State Correctional Institution at Phoenix (SCI-Phoenix). Certified Record (C.R.) at 57.<sup>2</sup> On May 14, 2025, Requester sought the following documents from the Department:

1. Texas Insurance owners['] names, business address, business phone number, business fax, business e-mail and business website, and a copy of the policy contract covering Dr. Anthony Letizio and[/]or Wellpath Inc. LLC ("Wellpath")/H.I.G. Capital employees and physicians in Pennsylvania only!
2. Pennsylvania Professional Liability Joint Underwriting Association (a) Certificate of Liability Insurance for Dr. Anthony Michael Letizio II, (b) a copy of the policy contract insurance with Dr. Anthony Michael Letizio II, (c) "PAJUA" owners['] names, business address, business phone number, fax number, business email, business website.
3. [A copy of the] 2024-2025 Fronting Policy pertaining to Dr. Anthony Michael Letizio II and Wellpath [/H.I.G. Capital coverage in Pennsylvania employee[]s and physicians. Owners['] names, business address, business phone, business fax, business e-mail, business website.
4. Buffer SIR 2024-2025 policy insurance for Dr. Michael Anthony Letizio II or Wellpath[/H.I.G. Capital Pennsylvania Employee[]s and Physicians, Owners['] names, business address, business phone, business fax, business email, business website, copy of policy contract.
5. 2024-2025 Captive Policy insurance contract for Dr. Anthony Michael Letizio II and Wellpath[/H.I.G. Capital, owners['] names, business address, business phone number, business fax, business e-mail, business website, a copy of insurance contract.

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<sup>2</sup> Record references are to electronic pagination.

6. Umbrella Policy 2024-2025 for Dr. Anthony Michael Letizio II and Wellpath[/]H.I.G. Capital insurers Owners['] names, business address, business fax, business phone, business e-mail, business website and copy of contract for Pennsylvania Employees, Physicians.

C.R. at 12-13. Wellpath is a private company that contracts with the Department to provide healthcare services for inmates. *Id.* at 39. On May 30, 2025, after invoking a 30-day extension to respond, the Department denied the request. *Id.* at 10-11.

In June 2025, Requester appealed to the OOR. C.R. at 8-9. In July 2025, the Department submitted a statement identifying Dr. Letizio as “a contract employee” of Wellpath. *Id.* at 27. The Department included the attestation of its records officer, who stated that in response to the request, he had inquired with SCI-Phoenix, the Department’s central office, and Wellpath. *Id.* at 32-33. The officer stated that neither SCI-Phoenix nor the central office possessed responsive documents and that Wellpath objected to disclosure. *Id.*

Wellpath submitted to the OOR a request to participate in this dispute. C.R. at 35. It attached a July 2025 letter from its outside counsel to the Department’s records officer, including an attestation by its in-house counsel, who stated that the documents were not public records directly related to the governmental function Wellpath performed for the Department and also included Wellpath’s trade secrets and confidential proprietary information concerning its business operations and insurance programs. *Id.* at 38-52. Requester filed a statement with the OOR asserting that the documents were disclosable financial records and also were sufficiently public because they were part of a bankruptcy filing that Wellpath made in a federal court in Texas.<sup>3</sup> *Id.* at 54.

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<sup>3</sup> Neither the OOR nor Wellpath has addressed Requester’s argument about Wellpath’s bankruptcy filings. However, as will be discussed further below, an agency contractor’s

On July 23, 2025, the OOR issued a final determination denying Requester's appeal because the Department established that it did not possess the documents and because Wellpath established that the documents did not sufficiently relate to its provision of healthcare to inmates, which is the governmental function it performs for the Department. C.R. at 59-65. Requester timely appealed to this Court, and this matter is now ripe for consideration.

## II. Issues

Requester argues that under Pennsylvania law, medical providers are required to show proof of liability coverage on request, that OOR has ordered a similar disclosure in a prior request of his, and that Wellpath cannot escape its responsibility to do so here.<sup>4</sup> Requester Br. at 10-11. He also asserts that the documents are financial records that are not exempt from disclosure under Section 708(c) of the RTKL. *Id.*; see 65 P.S. § 67.708(c) (stating that the enumerated exceptions to disclosure in Section (b) “shall not apply to financial records”). *Id.*

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documents are subject to disclosure only if they “directly relate” to the governmental function the contractor performs. Because any bankruptcy proceedings Wellpath may have been involved in do not relate to the healthcare services it provides to the Department, this argument is meritless and will not be further addressed.

<sup>4</sup> Requester refers to previous RTKL requests where he obtained business contact information, license numbers, and certificates of insurance for other medical care providers who have contracted with the Department. *See, e.g., Pew v. Dep't of Corr.*, OOR Dkt. AP 2025-0140, *available at* <https://www.openrecords.pa.gov/Appeals/DocketGetFile.cfm?id=196974> (last visited October 27, 2026); *Pew v. Dep't of Corr.*, OOR Dkt. AP 2025-2016, *available at* <https://www.openrecords.pa.gov/Appeals/DocketGetFile.cfm?id=222607> (last visited October 27, 2026). However, Requester's current request for the liability insurance policies Wellpath maintains for its employees who provide healthcare for the Department is qualitatively and substantively different than the types of information he has attained in his previous requests. Therefore, Requester's prior RTKL successes are not relevant to this appeal.

Lastly, he avers that the information he seeks is not confidential proprietary information or trade secrets such that Wellpath may avoid disclosure. *Id.*

Wellpath responds that the OOR correctly concluded that the documents were not disclosable records, public records, or financial records as defined by the RTKL. Wellpath Br. at 12-15. Wellpath adds that the documents do not directly relate to the specific governmental function it performs for the Department, specifically inmate healthcare. *Id.* at 15-19. Lastly, Wellpath reiterates that the documents include trade secrets and confidential proprietary information that are related to its internal business practices and have intrinsic economic value that could be negated by public disclosure. *Id.* at 20-29. The Department also submitted a brief asserting that the OOR correctly concluded that it did not possess the documents Requester seeks, which Requester has not disputed, and in support of Wellpath's position that the documents Requester seeks do not directly relate to Wellpath's provision of healthcare services for the Department. Dep't Br. at 7-9.

### **III. Discussion**

The RTKL allows citizens to scrutinize government activity and increases transparency.<sup>5</sup> *SWB Yankees LLC v. Wintermantel*, 45 A.3d 1029, 1034 (Pa. 2012). Under Section 305(a), records in the possession of a government agency are presumed to be public. 65 P.S. § 67.305(a). That presumption may be overcome, however, if: “(1) the record is exempt under Section 708; (2) the record is protected by a privilege; or (3) the record is exempt from disclosure under any other Federal or State law or regulation or judicial order or decree.” *Id.*

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<sup>5</sup> Our review of a final determination of the OOR is *de novo* and our scope of review is plenary.” *Hunsicker v. Pa. State Police*, 93 A.3d 911, 913 n.7 (Pa. Cmwlth. 2014).

### **A. Section 506(d)(1) of the RTKL**

When a document sought in a request is not in the possession of the agency but may exist elsewhere, the RTKL “channels access to third-party records” through Section 506(d), 65 P.S. § 67.506(d). *UnitedHealthcare of Pa., Inc. v. Baron*, 171 A.3d 943, 961 (Pa. Cmwlth. 2017) (*Baron*). This provision is “the General Assembly’s effort to preserve some level of public access to information about governmental functions . . . where an agency chooses to contract out the performance of that function” to a third party. *Id.* at 963. Unlike records in the possession of an agency, records in the possession of a third-party contractor are not presumed to be public. *Allegheny Cnty. Dep’t of Admin. Servs. v. Parsons*, 61 A.3d 336, 342 (Pa. Cmwlth. 2013) (*Parsons*). “Section 506(d) prescribes more restricted access precisely because it applies to private entities.” *Id.* at 346. It “does not reach all records in possession of a private contractor that relate to the governmental function; rather, the records reached are only those that relate to performance of that function.” *Id.* That an agency may have the right to review or audit certain documents in the possession of a third-party contractor does not render those documents disclosable. *Baron*, 171 A.3d at 959.

Section 506(d) states:

(1) A public record that is not in the possession of an agency but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act.

(2) Nothing in this act shall be construed to require access to any other record of the party in possession of the public record.

65 P.S. § 67.506(d).

We must first determine whether Wellpath's liability insurance policies for its healthcare providers who treat the Department's inmates are "records" under the RTKL's definition: "Information, regardless of physical form or characteristics, that documents a transaction or activity of an agency and that is created, received or retained pursuant to law or in connection with a transaction, business or activity of the agency." 65 P.S. § 67.102. Third-party contractors are "recast" as agencies for the purpose of interpreting Section 506(d) and RTKL definitions. *SWB Yankees LLC*, 45 A.3d at 1044. There is no dispute that these policies were "retained" by Wellpath under Section 711 of the Medical Care Availability and Reduction of Error (MCARE) Act, 40 P.S. § 1303.711.<sup>6</sup> More to the point, as Wellpath stands in the shoes of the Department under the RTKL, the provision of healthcare to inmates is certainly an "activity" of the Department. For purposes of this inquiry, then, we consider the insurance policies at issue to be records.

Under the RTKL, a third-party contractor's records are treated as disclosable public records of an agency when the two conditions in Section 506(d)(1) are met. "(1) the contractor must perform a governmental function; and, (2) the requested record must 'directly relate' to that governmental function." *Baron*, 171 A.3d at 963. The second part of the test "prevents access to records that may relate to the contract but do not relate to its performance." *Id.* "As a consequence, the contract must be examined to assess whether the information sought had a direct bearing on the third-party contractor's obligations thereunder." *Id.* at 964.

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<sup>6</sup> Act of March 20, 2002, P.L. 154, *as amended*, 40 P.S. §§ 1303.101-1303.910. The MCARE Act requires health care providers in Pennsylvania to maintain a minimum level of professional liability insurance. *Hosp. & Healthsystem Ass'n of Pa. v. Commonwealth*, 77 A.3d 587, 592 (Pa. 2013).

In *Baron*, the requester asked the Department of Human Services (DHS) to disclose rates paid by managed care organizations (MCOs) participating in Medicaid to nursing homes through the MCOs' HealthChoices contract with DHS. 171 A.3d at 947-48. DHS stated that it did not have the information and the MCOs objected to disclosure. *Id.* at 948. This Court concluded that knowledge of the cost information at issue did not appear to be necessary for or related to DHS's oversight of the MCOs' compliance with the contract or to "affect the services rendered" by the nursing homes, so did not seem to "pertain to performance of the contract" between the MCOs and the DHS. *Id.* at 964. However:

OOR did not analyze how the amount of the Requested Rates directly relates to the MCOs performing their governmental function under the HealthChoices contract. Accordingly, we remand to OOR to analyze the direct relationship prong under Section 506(d)(1) of the RTKL.

On remand, OOR needs to review the MCO HealthChoices contracts, and include the contracts in the evidentiary record to ensure adequate appellate review. To that end, we direct the MCOs supplement the record before OOR to include the relevant contracts.

*Id.* (citation omitted).

In *West Chester University v. Browne*, 71 A.3d 1064 (Pa. Cmwlth. 2013) (*Browne*), the requester sought the employee benefits plans of a private electrical contractor working for a public university to ensure that the university was in compliance with a statute requiring that contractors hired with state funds provide "bona fide benefit plans" to their workers. *Id.* at 1066. The university's contract with the contractor was of record and provided that the statute applied to the project for which the contractor was hired but did not expressly require the contract to

establish a benefits plan, “let alone submit it to the [u]niversity.” *Id.* at 1066-67.

This Court concluded:

Contractor’s benefits plan is not a “record” under the [RTKL] because the plan information does not document a transaction or activity of the University, nor was it created, received or retained by the University. Contractor’s employee benefits plan relates only to the relationship between [the contractor] and its employees, not the relationship between Contractor and the University. Assuming Contractor has one or more benefits plans, the University played no role in creating them. Stated otherwise, Contractor’s employee benefit plan documents were not created in connection with its contract with the University. The contract between the University and Contractor does not mention an employee benefit plan, and it does not require Contractor to provide a copy of these plan documents to the University.

*Id.* at 1068.

In *Parsons*, a reporter sought employee names, dates of birth, and hire dates for ASCI, a contractor that provided direct child foster care and adoption services to Allegheny County. 61 A.3d at 339. When the case first reached this Court, we concluded that the extant record did not establish a direct relationship between the information sought and the governmental function performed by ASCI, but noted that question “could only be determined by examining the obligations set forth in the written contract between the County and ASCI.” *Id.* at 341. Accordingly, we remanded to the trial court to take evidence on the matter, which it did through hearings where witnesses testified “regarding the parameters of the contract and the relationship between the requested information and performance of the contract.” *Id.* After those proceedings, the trial court concluded that while the county monitored the quality of ASCI’s performance, it did not enter into the contract based on the information sought by the requester or use the information to

monitor ASCI's performance and compliance with the contract, and the information "did not pertain to performance of the contract" by ASCI. *Id.* at 341-42. We commended the trial court for having "focused attention on the relevance of the information to performance of the contract." *Id.* at 344. Noting that the contractor provided direct services to the county, we stated:

*Assessing a direct relationship requires careful review of the contract at issue and the information related to performing the contractual obligations. The simple scenario presents when the contract requires the contractor to transmit the information sought to the agency, or necessitates the exchange of such information as part of performing the contract. As the contract between ASCI and the County does not require ASCI to provide or even compile the employee information sought, the circumstances here are not so easily classified.*

*Id.* at 344 (emphasis added). We ultimately agreed with the trial court that the names, birthdates, and hire dates of ASCI's employees did not directly relate to ASCI's performance of its contractual duties and was not "necessary for oversight or even relevant to oversight of ASCI or to its fitness as a government contractor." *Id.* at 345. We clarified that our finding the lack of a nexus in that case did not raise the bar for disclosure of contractor documents, but maintained the emphasis on allowing disclosure only when "the function is governmental in nature, and the precise information sought directly relates to performance of that governmental function." *Id.* at 346. "The information is not relevant to contract entry, management, supervision or the employees' performance of the governmental function of social services. . . . The absence of such a relationship between ASCI's employee identifiers and ASCI's performance of its contractual obligations dictates the result here." *Id.* at 347.

Here, as noted, there is no dispute that Wellpath contracts with the Department to provide healthcare services, which is the “governmental function” that it performs under Section 506(d)(1). There is also no dispute that Wellpath is required to maintain liability insurance under the MCARE Act. However, neither the Department nor Wellpath provided the OOR with a copy of the contract between them and the OOR did not request it. This case presents a potentially close nexus between the information sought and the governmental function performed because the information sought does not pertain to payment rates for governmental services as in *Baron*, employee benefits plans of a contractor working on a construction project as in *Browne*, or the names and personal information of the contractor’s employees as in *Parsons*. Requester here seeks copies of the liability policies that Wellpath maintains for the actual services that it provides to the Department, specifically healthcare for inmates.

In *Baron*, *Browne*, and *Parsons*, even though the nexus appeared to be more attenuated than here, review of the contract between the agency and the contractor was necessary when the contractor provided direct services to the agency, as is the case here. *See Parsons*, 61 A.3d at 344 (stating that “[a]ssessing a direct relationship requires careful review of the contract at issue and the information related to performing the contractual obligations”). Here, in the absence of any assessment by the OOR as to whether and to what extent the insurance policies Requester seeks have “a direct bearing on [Wellpath’s] obligations thereunder,” this Court cannot conduct an “adequate appellate review” to determine whether the OOR’s denial of Requester’s appeal was appropriate. *Baron*, 171 A.3d at 964.

Accordingly, we vacate the OOR’s determination and remand to the OOR for further proceedings and a new final determination focusing on the

application of Section 506(d)(1) to this matter. As in *Baron*, Wellpath is directed to “supplement the record before OOR to include the relevant contracts.” 171 A.3d at 964. The OOR may decide, within its discretion, the scope of those proceedings and whether they require, for example, *in camera* review or hearings.

## **B. Financial Records**

To ensure that the OOR’s review remains focused on Section 506(d)(1), we will address the second issue raised by Requester in this matter. The RTKL defines a “financial record” as:

- (1) Any account, voucher or contract dealing with:
  - (i) the receipt or disbursement of funds by an agency; or
  - (ii) an agency’s acquisition, use or disposal of services, supplies, materials, equipment or property.
- (2) The salary or other payments or expenses paid to an officer or employee of an agency, including the name and title of the officer or employee.
- (3) A financial audit report. The term does not include work papers underlying an audit.

65 P.S. § 67.102.

Under Section 708(c) of the RTKL, financial records are not eligible for any of the 30 exceptions to disclosure enumerated in Section 708(b). *See* 65 P.S. § 67.708(c). An agency’s financial records or contracts pertaining to its own insurance are likely to be disclosable under Section 708(b)(27), which exempts communications between an agency and its insurer, but expressly does not apply to an agency’s “contract with an insurance carrier, administrative service organization

or risk management office or to financial records relating to the provision of insurance.” 65 P.S. § 67.708(b)(27).

Here, the OOR concluded that the documents Requester sought were not financial records as defined in the RTKL because they pertained only to Wellpath’s relationships with its own doctors and did not relate to the Department’s receipt or disbursement of funds to Wellpath for provision of healthcare. C.R. at 64 n.2.

We agree with the OOR. Although it remains to be seen upon remand whether the insurance policies Requester seeks may be disclosable under Section 506(d)(1) of the RTKL, for purposes of whether they are financial records under the RTKL’s definition, these policies pertain primarily to Wellpath’s relationships with its insurers and its doctors. The Department does not pay premiums for these policies, so it does not “disburse funds” for that coverage within the RTKL’s definition of a financial record. *See* 65 P.S. § 67.102. This case is unlike, for example, *Department of Public Welfare v. Eiseman*, 125 A.3d 19 (Pa. 2015), where our Supreme Court concluded that documentation of rates paid to dental providers by MCOs that administer Medicaid were financial records. *Id.* at 29. There, the public funds associated with the sought documents ultimately went to the actual providers who performed the governmental function, so the nexus between the records and the agency’s use of the services at issue remained intact, “albeit downstream.” *Id.* at 32. By contrast, to the extent that Wellpath may use income from public funds to maintain liability insurance for itself and its providers, the specific financial nexus between those insurance policies and the governmental function Wellpath performs is indirect and more tenuous.

Nor does the information fit the other parts of the statutory definition. The Department may contract for and use the services of Wellpath's doctor employees, but that relationship does not extend to the insurance coverage that Wellpath maintains for itself and its doctors. *See* 65 P.S. § 67.102. The policies and contracts at issue are neither salary or expense records of Department employees, nor are they financial audit reports. *See id.* As the insurance policies and contracts sought here are not financial records as defined by the RTKL, the OOR did not err in concluding that they are not accessible under Section 708(c) of the RTKL.

#### **IV. Conclusion**

For the foregoing reasons, the July 23, 2025, final determination of the OOR is vacated and this matter is remanded to the OOR for further proceedings and a new final determination in accordance with this opinion.<sup>7</sup>

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CHRISTINE FIZZANO CANNON, Judge

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<sup>7</sup> The OOR did not address Wellpath's alternative argument that the documents entailed confidential proprietary information and trade secrets concerning its internal business practices. In the event that upon remand, the OOR finds that argument pertinent, it may include an analysis to that effect in its new final determination.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

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| Alfonso Percy Pew,            | : |                   |
| Petitioner                    | : |                   |
|                               | : |                   |
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| Department of Corrections and | : |                   |
| Wellpath, LLC (Office of Open | : |                   |
| Records),                     | : | No. 986 C.D. 2025 |
| Respondents                   | : |                   |

**ORDER**

AND NOW, this 27<sup>th</sup> day of October, 2026, the July 23, 2025, final determination of the Office of Open Records (OOR) is **VACATED**. This matter is **REMANDED** to the OOR for further proceedings and a new final determination in accordance with this opinion.

Jurisdiction relinquished.

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CHRISTINE FIZZANO CANNON, Judge