



FULLY EXECUTED
Contract Number: 4400024557
Original Contract Effective Date: 08/11/2021
Valid From: 09/01/2021 To: 08/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 414410

Purchasing Agent

Name: Wasko Amanda
Phone: 717-728-4064
Fax: 717-728-4181

Supplier Name/Address:
IMA PROFESSIONAL SERVICES OF PA PC
660 WHITE PLAINS RD STE 630
TARRYTOWN NY 10591-5107 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 5185278487
Supplier Fax Number: 6197680346

Contract Name:
Pre-Employment Screening - Medical Exam

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

| Item | Material/Service Desc | Qty | UOM | Price | Per Unit | Total |
|------|-------------------------------|-------|------|-------|----------|-------|
| 1 | Implementation Fee | 0.000 | Each | 0.00 | 1 | 0.00 |
| 2 | Year 1 - Medical Examinations | 0.000 | Each | 0.00 | 1 | 0.00 |
| 3 | Year 2 - Medical Examinations | 0.000 | Each | 0.00 | 1 | 0.00 |
| 4 | Year 3 - Medical Examinations | 0.000 | Each | 0.00 | 1 | 0.00 |

General Requirements for all Items:

Header Text

This contract is to provide pre-employment medical examination screenings to determine whether a candidate is able to perform the essential job functions of a Correction Officer (CO) position.
No further information for this Contract

Information:

Total Amount:
1,248,568.00

Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

RECOMMENDATION FOR CONTRACTOR SELECTION

Date: April 22, 2021

To: Janice Pistor
Contracting Officer

From: Sonya Schurtz
Issuing Officer

RE: Evaluation of Proposals Submitted in Response to
PA Department of Corrections, Pre-Employment Screening RFP
RFP 6100048835

PREFACE.

The Issuing Office designated to conduct the **PA Department of Corrections, Pre-Employment Screening RFP** procurement has completed its evaluation in accordance with Commonwealth policies and procedures. As further described below, **IMA Evaluations of PA, PC** is recommended for selection for contract negotiations for **Lot 1 – Medical Examinations** and **Lot 2 – Objective Personality Screening**. This memorandum also documents that all necessary steps were taken in conducting the procurement in accordance with the provisions of the Commonwealth Procurement Code (Code). To the extent that written determinations are required under the Code for any of the following steps and no attached record exists, this memorandum shall serve as written confirmation that such step occurred.

PROCESS.

- A. **DETERMINATION TO USE COMPETITIVE SEALED PROPOSAL METHOD:** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- B. **PUBLIC NOTICE:** Public notice of the RFP was posted on the DGS website on **October 29, 2020**.
- C. **EVALUATION COMMITTEE:** An evaluation committee was established consisting of agency representatives from the **Department of Corrections** and **General Services**.
- D. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference **was not** conducted for this procurement.



- E. **ADDENDA TO THE RFP:** Potential offerors were given the opportunity in accordance with Section I-11 of the RFP to submit questions concerning the procurement to the Issuing Office. The official responses to the questions were incorporated into the RFP by addenda per Section I-10 of the RFP.
- F. **SMALL DIVERSE BUSINESS PARTICIPATION:** Following a review of the solicitation, the Issuing Office and the Department’s Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO) established a participation goal of **Lot 1 – Medical Examinations 5%** of the contract value. The Issuing Office and BDISBO did not set a goal for **Lot 2 – Objective Personality Screening**. Please refer to Section D (8) for further explanation.
- G. **VETERAN BUSINESS ENTERPRISE PARTICIPATION:** Following a review of the solicitation, the Issuing Office and BDISBO established a participation goal of **Lot 1 – Medical Examinations 3%** of the contract value. **Lot 2 – Objective Personality Screening** had zero Veteran Business Enterprise Participation. The Issuing Office and BDISBO did not set a goal for **Lot 2 – Objective Personality Screening**. Please refer to Section D (8) for further explanation.

EVALUATION.

- A. **EVALUATION CRITERIA:** The Issuing Office established the relative importance of the major evaluation criteria prior to opening the proposals, consisting of technical **65%** and cost **35%**. Up to **three percent (3%)** bonus points were also available for committing to Domestic Workforce Utilization (DW).
- B. **PROPOSAL OPENING:** Proposals were opened in a manner to avoid disclosure of their contents to competing offerors. BDISBO and the Issuing Office reviewed the Small Diverse Business and Veteran Business Enterprise participation submittals to determine whether they were responsive. The technical submittals were distributed to the evaluation committee. The Issuing Office retained the cost submittals until the evaluation committee completed its technical evaluation.
 - 1. The RFP was divided into **2** “lots” for which offerors were free to propose in any combination: **Lot 1 – Medical Examinations** and **Lot 2 – Objective Personality Screening**. The Commonwealth reserved the right to make an award either by individual lots or on a total lot basis in the best interests of the Commonwealth.
 - 2. Offerors were afforded approximately **104 days** to respond to the RFP. **A total of 1 was received for Lot 1 and 1 proposal received for Lot 2. A total of 2** proposals were received on or before the due date of **February 10, 2021**; **7** companies responded by stating that they would not be submitting proposals. **No** proposals were submitted late or otherwise disqualified as non-responsive.
- C. **CLARIFICATIONS AND ORAL PRESENTATIONS:** In accordance with Section I-18 and I-19 of the RFP, written clarifications and oral presentations were requested from the



offerors, for **Lot 1 – Medical Examinations**, based on the initial technical evaluation to assure full understanding and responsiveness to the RFP requirements. **Lot 2 – Objective Personality Screening** did not have any clarifications or oral presentations.

D. RESULTS OF EVALUATION:

1. The evaluation committee reported the results of its technical evaluation to the Issuing Office.
2. As indicated in the Overall Scoring, **no** Offerors’ technical submittals failed to receive 75% of the available technical points required to be considered for selection for best and final offers or selection for contract negotiations.
3. The Issuing Office evaluated and scored the cost proposals and combined the technical scores, cost scores, bonus points and the SDB scores received from BDISBO.

Lot 1 – Medical Examinations

| <i>Offeror</i> | <i>Technical Score</i> | <i>Price Score</i> | <i>DW Bonus</i> | <i>Overall Score</i> |
|---|------------------------|--------------------|-----------------|----------------------|
| IMA Evaluations of PA, PC | 650.00 | 350.00 | 30.00 | 1030.00 |
| <i>Suppliers NOT meeting 75% Technical Threshold</i> | | | | |
| N/A | | | | |

Lot 2 – Objective Personality Screening

| <i>Offeror</i> | <i>Technical Score</i> | <i>Price Score</i> | <i>DW Bonus</i> | <i>Overall Score</i> |
|---|------------------------|--------------------|-----------------|----------------------|
| IMA Evaluations of PA, PC | 650.00 | 350.00 | 30.00 | 1030.00 |
| <i>Suppliers NOT meeting 75% Technical Threshold</i> | | | | |
| N/A | | | | |

4. **LOT RECOMMENDATION:** Therefore, the Issuing Office recommends that the Commonwealth opt to award this procurement on an individual lot basis.



5. **HIGHEST OVERALL SCORES:** After combining the final technical scores, cost scores and bonus points in accordance with the relative weights assigned to these areas and fixed prior to the opening of the proposals, the proposal submitted by **IMA Evaluations of PA, PC** received the highest overall score.
6. **SMALL DIVERSE BUSINESS COMMITMENTS (Lot 1 – Medical Examinations):** As part of its proposal, **IMA Evaluations of PA, PC** has committed to subcontracting with **1** Small Diverse Business(s) for products and project services over the entire project timeframe. **IMA Evaluations of PA, PC** is committing **(2.95)%** of the total value of its offering to **Oak Transcriptions Inc.**. This represents approximately **\$37,800** over **3** years contingent upon purchase and service volume. The Issuing Office and BDISBO granted **IMA Evaluations of PA, PC** request for a good faith effort waiver of the unmet portion of the Small Diverse Business participation goal. The Issuing Office and BDISBO granted **IMA Evaluations of PA, PC** request for a good faith effort waiver of the Small Diverse Business participation goal.
7. **VETERAN BUSINESS ENTERPRISE COMMITMENTS (Lot 1 – Medical Examinations):** As part of its proposal, **IMA Evaluations of PA, PC** has committed to subcontracting with **1** Veteran Business Enterprises for products and project services over the entire project timeframe. **JHS Medical** is committing **3%** of the total value of its offering to **JHS Medical**. This represents approximately **\$38,415** over **3** years contingent upon purchase and service volume.
8. **SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE COMMITMENTS (Lot 2 – Objective Personality Screening):** The Issuing Office and the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) identified this procurement as potentially eligible for the setting of Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals. However, after analyzing the solicitation for subcontracting opportunities and researching available SDB and/or VBE firms to perform commercially useful functions, the Issuing Office and BDISBO determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. Therefore, the Issuing Office and BDISBO declined to set SDB or VBE participation goals for this procurement.
9. **DOMESTIC WORKFORCE:** As part of its proposal, **IMA Evaluations of PA, PC (Lot 1 – Medical Examinations and Lot 2 – Objective Personality Screening)** has certified that **100%** of the work for this project will be performed in the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed in the World Trade Organization (WTO) Government Procurement Agreement.
10. **CONTRACTOR RESPONSIBILITY:** **IMA Evaluations of PA, PC** and its subcontractors required to be disclosed or approved by the Commonwealth have been verified as responsible contractors in accordance with management directives, the Procurement Handbook and the Code, as applicable.



RECOMMENDATION.

Lot 1 – Medical Examinations. As the Issuing Officer, I recommend that **IMA Evaluations of PA, PC** be selected for contract negotiations. This recommended selection is based upon the results of the evaluation and review of the proposals as summarized above. Based on the cost submittal of this Offeror, the total value of the contract for the initial term is estimated to be **\$1,280,500. The term of the contract will be 3 years with 2, 1-yr additional renewals.**

Lot 2 – Objective Personality Screening. As the Issuing Officer, I recommend that **IMA Evaluations of PA, PC** be selected for contract negotiations. This recommended selection is based upon the results of the evaluation and review of the proposals as summarized above. Based on the cost submittal of this Offeror, the total value of the contract for the initial term is estimated to be **\$742,300. The term of the contract will be 3 years with 2, 1-yr additional renewals.**

CONTRACTING OFFICER DETERMINATION:

Based upon the results of the evaluation and the above recommendation, I have determined the proposal submitted by **IMA Evaluations of PA, PC** is the most advantageous to the Commonwealth.

I disapprove the recommendation.

04/22/21

Janice Pistor
Chief Procurement Officer

Date

AGENCY HEAD AUTHORIZATION:

Based upon the Contracting Officer’s determination, I authorize the Issuing Office to proceed with contract negotiations with **IMA Evaluations of PA, PC.**

4/22/21

Kenneth Hess
Deputy Secretary for Procurement

Date

**CONTRACT
FOR
PRE-EMPLOYMENT SCREENING
LOT 1 – MEDICAL EXAMINATIONS**

THIS CONTRACT for the provision of **Pre-Employment Screening** ("Contract") for **Lot 1 – Medical Examinations** is entered into by and between the **Commonwealth of Pennsylvania**, acting through the **Department of General Services (DGS)**, and **IMA Professional Services of PA PC ("Contractor")**.

WHEREAS, the Department of General Services (DGS) issued a Request For Proposals for the provision of **Pre-Employment Screening** for **Lot 1 – Medical Examinations** for Pennsylvania Department of Corrections (DOC), RFP No. **6100048835** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, DGS determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DOC and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Pre-Employment Screening** for **Lot 1 – Medical Examinations** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, **DOC** and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Pre-Employment Screening** for **Lot 1 – Medical Examinations** as more fully defined in the RFP, to the Commonwealth.
2. Contractor agrees to provide the **Pre-Employment Screening** for **Lot 1 – Medical Examinations** listed in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.
3. Contractor agrees to meet and maintain its commitments to Small Diverse Businesses made in its Small Diverse Business Participation Submittal, attached hereto as Exhibit C and made a part hereof. The Contractor shall submit any proposed change to a Small Diverse Business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect. DGS and BDISBO granted a full/partial waiver of the Small Diverse Business participation goal of 2.95%
4. Contractor agrees to meet and maintain its commitments to Veteran Business Enterprises made in its Veteran Business Enterprise Participation Submittal, attached hereto as Exhibit D and made a part hereof. The Contractor shall submit any proposed change to a Veteran Business Enterprise commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS's PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.

**CONTRACT
FOR
PRE-EMPLOYMENT SCREENING
LOT 1 – MEDICAL EXAMINATIONS**

5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
- a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - c. The Contractor's Final Negotiated Cost Submittal, which is attached hereto as Exhibit B and made a part hereof.
 - d. The Contractor's Small Diverse Business Participation Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - e. The Contractor's Veteran Business Enterprise Participation Submittal, which is attached hereto as Exhibit D and made a part hereof.
 - f. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit E and made a part hereof.
 - g. The Contractor's Technical Submittal, which is attached hereto as Exhibit F and made a part hereof.

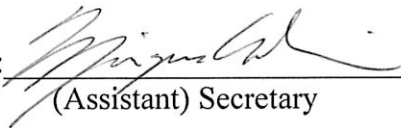
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**CONTRACT
FOR
PRE-EMPLOYMENT SCREENING
LOT 1 – MEDICAL EXAMINATIONS**

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:

CONTRACTOR: IMA Professional Services of PA PC

By: 
(Assistant) Secretary

Monique Avakian 6.2.2021
Printed Name/Date

By: 
Chief Operating Officer

Mark Weinberger 6/2/2021
Printed Name/Date

46-3799057
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
Department of Corrections**

By: To be obtained electronically
Agency Head/Designee Date
Title

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPROVED:

To be obtained electronically
Comptroller Date

EXHIBIT A

FINAL NEGOTIATED
TERMS AND CONDITIONS

PART V
CONTRACT TERMS and CONDITIONS

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

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

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

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

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

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

V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

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

V.6 CONTRACT-003.1b Signatures – Contract (July 2015)

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract

PART V
CONTRACT TERMS and CONDITIONS

output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

The Commonwealth and the Contractor specifically agree as follows:

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

V.7 CONTRACT-004.1a Definitions (Oct 2013)

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

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

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CONTRACT TERMS and CONDITIONS

- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1d Purchase Orders (July 2015)

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

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

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

Contractor after 4:00 p.m. will be considered received the following business day.

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

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth

PART V
CONTRACT TERMS and CONDITIONS

agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

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

V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

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

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished, and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor 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 Contract 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 contract.

The Contractor 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 Contract.

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.

PART V

CONTRACT TERMS and CONDITIONS

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 Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor 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 Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor 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 Contractor is unable to do any of the preceding, the Contractor 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 Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

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 Contract.

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

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V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

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

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

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

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

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

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

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

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

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

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

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

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- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

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

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

V.22 CONTRACT-016.1 Payment (Oct 2006)

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

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

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

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

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2323740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

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

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

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

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

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

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

V.28 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;

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- 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. The Commonwealth shall provide Contractor with written notice of its intention to find Contractor in default and will allow Contractor a 10-day period to cure before it finds Contractor in default under this section.
- c. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- d. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- e. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. 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.
- g. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract

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Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

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

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

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

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor 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 Contract or a Purchase Order. The Contractor 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 the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later

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determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

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- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018) The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the 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, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the 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 contract.
4. Neither the 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

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Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

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

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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

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Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
 - (6) 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

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which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that is has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the

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

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

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CONTRACT TERMS and CONDITIONS

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:
- Department of General Services
 - Office of Chief Counsel
 - 603 North Office Building Harrisburg, PA 17125
 - Telephone No: (717) 783-6472
 - FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

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

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

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

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

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

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

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

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

V.43 CONTRACT-035.1a Changes (Oct 2006)

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

V.44 CONTRACT-036.1 Background Checks (February 2016)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given

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CONTRACT TERMS and CONDITIONS

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

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party;

PART V
CONTRACT TERMS and CONDITIONS

- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law, regulation, court order, or other legal process. There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.
- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (1) Prepare an un-redacted version of the appropriate document, and
 - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

PART V
CONTRACT TERMS and CONDITIONS

V.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)

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

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

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

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.47 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

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

V.48 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.49 CONTRACT-051.1 Notice (Dec 2006)

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

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CONTRACT TERMS and CONDITIONS

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

V.50 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

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- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.51 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

- 1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

PART V
CONTRACT TERMS and CONDITIONS

- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

EXHIBIT B

FINAL NEGOTIATED
COST SUBMITTAL

**FINAL NEGOTIATED COST SUBMITTAL
LOT 1
Medical Examinations**

INSTRUCTIONS

Cost Submittal Worksheet - RFP 6100048835

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for **RFP 6100048835**

The Cost Submittal Worksheet must be completed and returned in this Microsoft Excel format. If there is not a charge for an item listed, please enter 0 in the *YELLOW* highlighted field. If the field is left blank, a zero dollar amount will be calculated.

Except as otherwise provided in the RFP, costs are all inclusive of personnel costs, overhead expenses, travel, subsistence and other expenses. These may not be billed separately.

COST SUBMITTAL OVERVIEW

1. Select the *COST SUBMITAL OVERVIEW* Tab at the bottom of this page.
2. Complete the cells highlighted in *YELLOW* in the top portion of the form (all contact information) **NOTE:** The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All cost data entered on the *Cost Breakdown* will automatically populate to the *COST SUBMITAL OVERVIEW* Tab.

COST BREAKDOWN

1. Select the *COST BREAKDOWN* Tab at the bottom of this page.
2. Cells that are highlighted in *YELLOW* must be filled in with a number in order to provide the service requested.
3. **Implementation.** Offerors may not bill for services that are performed before the effective date of the procurement, even though some work may need to be completed before the effective date; and
4. **Medical Examinations.**
 - a. These services will be billed monthly. Services will be reimbursed for actual quantities provided during that month.
 - b. The estimated number of medical examinations to be utilized has been entered on the spreadsheet. PA Department of Corrections (DOC) at its choosing could increase or decrease the number of medical examinations during any year and subsequent renewals.
 - c. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab.

RATE CARD - For informational purposes only - non-evaluated criteria

1. Select the *Rate Card* Tab at the bottom of this page.
2. Cells that are highlighted in *YELLOW* must be filled in with a number in order to provide the service requested.
3. The services will be billed monthly. Services will be reimbursed for actually quantities provided during the month.
4. The estimated number of tests to be utilized has been entered on the spreadsheet. DOC at its choosing could increase or decrease the number of tests during any year and subsequent renewals.
5. The Offeror must be able to provide a price in each cell. If the price is left blank, a zero dollar amount will be calculated.

REV. 05.05.21

FINAL NEGOTIATED COST SUBMITTAL
LOT 1
Medical Examinations

| COST SUBMITTAL OVERVIEW | | |
|---|--|-------------------|
| Cost Submittal Worksheet - RFP 6100048835 | | |
| OFFEROR NAME | CONTACT PERSON | |
| IMA Professional Services of PA PC | Mark Weinberger, Ph.D | |
| OFFEROR ADDRESS | EMAIL ADDRESS | |
| 660 White Plains Road | mark.weinberger@theimagroup.com | |
| Suite 630 | PHONE NUMBER | FAX NUMBER |
| Tarrytown, NY 10591-5107 | 914-323-0345 | 914-219-3173 |
| | VENDOR NUMBER | FEDERAL ID OR SSN |
| | 414410 | 46-3799057 |

| COST SUMMARY | | | | |
|---------------------------------|--------------|--------------|--------------|----------------|
| Items | Year 1 | Year 2 | Year 3 | Total |
| Implementation | \$2,500.00 | | | \$2,500.00 |
| Software Maintenance Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Medical Examinations | \$415,356.00 | \$415,356.00 | \$415,356.00 | \$1,246,068.00 |

| | |
|---|-----------------------|
| Total to be evaluated for the Intial Term of the Contract (3 years): | \$1,248,568.00 |
|---|-----------------------|

FINAL NEGOTIATED COST SUBMITTAL

LOT 1

Medical Examinations

| Cost Breakdown Cost Submittal Worksheet - RFP 6100048835 | | | | | | | | | | |
|---|--|-----------------------|---|--------------------------|-----------------------|---|--------------------------|-----------------------|---|--------------------------|
| IMPLEMENTATION | | YEAR 1 | | | | | | | | |
| Item | | Total Cost | | | | | | | | |
| Implementation Fee. This is a one-time fee, which shall cover all transition costs, which include but are not limited to IT customization and training. | | \$2,500.00 | | | | | | | | |
| SOFTWARE MAINTENANCE | | YEAR 1 | | | YEAR 2 | | | YEAR 3 | | |
| Item | | Monthly Charge | Term of Contract | Total Annual Cost | Monthly Charge | Term of Contract | Total Annual Cost | Monthly Charge | Term of Contract | Total Annual Cost |
| Software Maintenance Fee | | | 12 | \$0.00 | | 12 | \$0.00 | | 12 | \$0.00 |
| SUBTOTAL: | | \$0.00 | | | \$0.00 | | | \$0.00 | | |
| MEDICAL EXAMINATIONS | | YEAR 1 | | | YEAR 2 | | | YEAR 3 | | |
| Item | | Service Rate | Estimated Number of Medical Examinations | Extended Cost | Service Rate | Estimated Number of Medical Examinations | Extended Cost | Service Rate | Estimated Number of Medical Examinations | Extended Cost |
| Medical Examination | | \$146.25 | 1,200 | \$175,500.00 | \$146.25 | 1,200 | \$175,500.00 | \$146.25 | 1,200 | \$175,500.00 |
| Laboratory (Tuberculosis Blood Test, Hepatitis C antibody and Drug Testing (Hearing and Vision) | | \$170.63 | 1,200 | \$204,756.00 | \$170.63 | 1,200 | \$204,756.00 | \$170.63 | 1,200 | \$204,756.00 |
| Testing (Hearing and Vision) | | \$29.25 | 1,200 | \$35,100.00 | \$29.25 | 1,200 | \$35,100.00 | \$29.25 | 1,200 | \$35,100.00 |
| SUBTOTAL: | | \$415,356.00 | | | \$415,356.00 | | | \$415,356.00 | | |
| TOTAL COST: | | | | | | | | \$1,248,568.00 | | |

FINAL NEGOTIATED COST SUBMITTAL
LOT 1
Medical Examinations

| RATE CARD | | |
|--|--|----------------|
| For Informational Purpose Only - non Evaluated Criteria Cost Submittal Worksheet - RFP 6100048835 | | |
| Testing | Estimated Number of Testing | Rate |
| Electrocardiogram (EKG) | | \$50.00 |

REV. 05.05.21

EXHIBIT C

SMALL DIVERSE BUSINESS

Solicitation No.: DOC -6100048835 - Lot 1
Solicitation Name: PA Dept of Corrections, Pre-Employment Screening
Project Location: {insert}
Estimated Contract Value: {insert}
Market Area: {insert}
Bid Posted Date: 10/22/2020
Bid Open Date: 10/29/2020
Bid Closed Date: 2/10/2021
Published SDB Goal %: 5%
Published VBE Goal %: 3%

RED = non-responsive or waiver denied
 YELLOW = needs clarification by vendor
 GREEN = Responsive or waiver approved

| Firms | Firm Status | Packet Review | SDB/VBE-2 | Agency Comments/ Recommendation | BDISBO Comments | BDISBO Recommendation Responsive/Non-Responsive if applicable (w/reason); Waiver Denied or Waiver Approved |
|--|-------------|---------------|---------------------|---|--|---|
| <u>IMA PROFESSIONAL SERVICES OF PA, PC (SAP# 414410)</u> | Majority | SDB | Patial Waiver | Sonya Schurtz - The RFP 6100048835 closed yesterday, February 10, 2021. This was a two (2) lot procurement; however, Lot 2 didn't have any Goal Setting. We only received one (1) proposal. The Offeror, IMA Evaluations of PA, PC, has submitted their packet (attached) and box 2 is checked. They are asking for a partial waiver. Proposal Distribution is scheduled on Tuesday, February 23, 2021. Would you please let me know prior to, Tuesday, February 23 rd , if you will accept their partial waiver? Thank you. | (SDB 3-1) LOC -2.95% commimttment - Oak Transcription Inc. (SAP# 405197) validity end date 03/30/2022 & Oak Transcription NY Inc (SAP# 517081) validity end date 10/14/2021 same owner (Pam Parker) and address*** confirmed SDB - SAP# 517081 (UNSPSC 801615 - Management Support Services) SAP# 405197 (UNSPSC 821116 Non Technical Writing). Reached out to 1 SDB firm Goal Set Detail Report - only 1 line item utilized for goal calculation | Responsive - Waiver request approved |
| | | VBE | Meet or Exceed Goal | | JHS (SAP# 406968) - verified VBE firm | Responsive |

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the SDB participation goal in full.

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

**SDB-3
SDB UTILIZATION SCHEDULE**

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

| SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification) | Type of SDB (check all that apply) | Description of Work to be Performed (Statement of Work/Specification reference) | % Commitment (or % of work to be self-performed by SDB bidder/offeror) | Associated Dollar Value of Commitment |
|---|---|--|---|---------------------------------------|
| Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u> | MBE | IT staffing resources | % | \$ |
| Name: <u>Oak Transcription Inc.</u> SAP Vendor Number: <u>405197</u> SDB Verification Number: <u>405197-2020-03-SB-W</u> | <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | Medical Transcription Lot 1 Estimate | 2.95 % | \$ 37,800 |
| Name: SAP Vendor Number: SDB Verification Number: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Name: SAP Vendor Number: SDB Verification Number: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Name: SAP Vendor Number: SDB Verification Number: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Attach additional sheets if necessary | | | Total % SDB commitment: <u>2.95</u> | Total \$ amount: <u>\$ 37,800</u> |

**SDB-3-1
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: RFP 6100048835

Solicitation Name: Pre-Employment Screening; PA Dept of Corrections

| | Bidder/Offeror Information | SDB Information |
|------------------|--|---------------------------------------|
| Name | IMA Professional Services of PA, PC | Oak Transcription Inc |
| Address | 660 White Plains Rd., Suite 630, Tarrytown, NY 10591 | 202 Prince Rd., Southbridge, MA 01550 |
| Point of Contact | Mark Arland, Director of Marketing | Pam Parker & Lorna Chernisky |
| Telephone number | (518) 389-1313 | (508) 765-0067 |
| Email address | mark.arland@theIMAGroup.com | pam.parker@oaktranscription.com |

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the SDB will provide: **Medical Transcription Lot 1**

Specific Time Frame the SDB will provide the services or supplies: ongoing

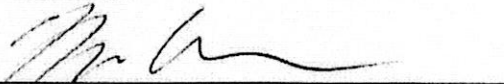
Percentage Commitment. These services or supplies represent 2.95 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$ 37,800 during the initial contract term.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Monique Avakian

Printed name



Signature

Bidder/Offeror Point of Contact Name

Acknowledged

Pam Parker

Printed name



Signature

SDB Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

| | |
|--|--|
| Project Description: | Pre-Employment Screening |
| Commonwealth Agency Name: | PA Dept of Corrections |
| Solicitation #: | RFP 6100048835 |
| Solicitation Due Date and Time: | 2/10/21 12:00 PM <i>4pm revised</i> |

| | |
|---|-------------------------------------|
| Bidder/Offeror Company Name: | IMA Professional Services of PA, PC |
| Bidder/Offeror Contact Name: | Mark Arland, Director of Marketing |
| Bidder/Offeror Contact Email: | mark.arland@theIMAGroup.com |
| Bidder/Offeror Contact Phone Number: | (518) 389-1313 |

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

| Identified Items of Work | Was this work listed in the solicitation? | Does Offeror normally self-perform this work? | Was this work made available to SDB Firms? If not, explain why. |
|-----------------------------|--|--|--|
| Medical Transcription Lot 1 | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Oak Transcription is SDB please see certificate |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |

Attach additional sheets if necessary.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 2 – Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the SDB Utilization Schedule (SDB-2).

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

| Name of Identified SDB and Classification | Describe Item of Work Solicited | Initial Solicitation Date & Method | Follow-up Solicitation Date & Method | Details for Follow-up Calls | Quote Received? | Quote Used? | Reason Quote Rejected |
|---|---------------------------------|---|---|---|--|--|--|
| SDB Name: OAK TRANSCRIPTION INC <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | Medical Transcription Lot 1 | Date: 11/6/20 <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input type="checkbox"/> fax | Date: 1/14/21 <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input type="checkbox"/> fax | Date and Time of Call: Spoke with: Left Message: N/A | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing |
| SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | N/A | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date and Time of Call: Spoke with: Left Message: | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing |

Attach additional sheets as necessary.

**SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL**

Part 3 – SDB Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

Medical Transcription -- medical reports for Lot 1

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

emails (we have a long standing relationship with this SDB WBE)

- 4. Bonding Requirements (Please Check One):**

This project does not involve bonding requirements.

Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

No pre-Bid/Proposal conference or Supplier Forum was held

Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

N/A

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GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

| Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal) | Self-performing or using non-SDB (provide name of non-SDB if applicable) | Amount of non-SDB quote \$ | Name of other firms that provided quotes and whether they are SDB | Amount quoted \$ | Reason why SDB quote was rejected along with brief explanation |
|---|--|----------------------------|---|------------------|---|
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: Oak Transcription Inc. | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |

Attach additional sheets as necessary.

**SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL**

Part 5 – SDB Subcontractor Unavailability Certificate

NIA

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or
unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

(DGS SDB Certification #) (Telephone #)

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

APPENDIX [insert]

upon award

**MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS
ENTERPRISE SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement ("Subcontract") is made effective as of TBD, 20 , by and between IMA Professional Services of PA PC, ("Contractor") and Oak Transcription Inc., a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a

different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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 are not 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Veteran

Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

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

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information

Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT D

VETERAN BUSINESS ENTERPRISE

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the VBE participation goal in full.

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the VBE participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

I am requesting a full waiver of the VBE participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

VBE-3
VBE UTILIZATION SCHEDULE

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3-1)** for each VBE subcontractor (add additional Letters of Commitment as necessary).

| VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification) | Type of VBE (check all that apply) | Description of Work to be Performed (Statement of Work/Specification reference) | % Commitment (or % of work to be self-performed by VBE bidder/offeror) | Associated Dollar Value of Commitment |
|--|---|---|--|--|
| Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> VBE Verification Number: <u>123456-2016-09-SB-M</u> | MBE | IT staffing resources | % | \$ |
| Name: JHS Medical SAP Vendor Number: 406968 VBE Verification Number: 406968202003-VBE-V | <input checked="" type="checkbox"/> VBE <input type="checkbox"/> SDVBE | Medical Supplies | 3 % | \$ 38,415 |
| Name: SAP Vendor Number: VBE Verification Number: | <input type="checkbox"/> VBE <input type="checkbox"/> SDVBE | | % | |
| Name: SAP Vendor Number: VBE Verification Number: | <input type="checkbox"/> VBE <input type="checkbox"/> SDVBE | | % | |
| Name: SAP Vendor Number: VBE Verification Number: | <input type="checkbox"/> VBE <input type="checkbox"/> SDVBE | | % | |
| Attach additional sheets if necessary | | | Total % VBE commitment: <u>3</u> | Total \$ amount: \$ <u>38,415</u> |

**VBE-3-1
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: RFP 6100048835

Solicitation Name: Pre-Employment Screening; PA Dept of Corrections

| | Bidder/Offeror Information | VBE Information |
|------------------|--|---------------------------------------|
| Name | IMA Professional Services of PA, PC | JHS Medical |
| Address | 660 White Plains Rd., Suite 630, Tarrytown, NY 10591 | 4 E Broadway Ave. Duncannon, PA 17020 |
| Point of Contact | Mark Arland, Director of Marketing | Scott Green, President |
| Telephone number | (518) 389-1313 | (866) 823-8643 |
| Email address | mark.arland@theimagroup.com | scott.green@jhsmed.com |

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Medical Supplies Lot 1

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies: upon award; this is an estimate

Percentage Commitment. These services or supplies represent 3 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 38,415 during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Acknowledged

Monique Avakian, Executive Asst.

Scott Green, President

Printed name

Printed name

Signature

Bidder/Offeror Point of Contact Name

Signature

VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

**NOTICE OF VETERAN BUSINESS ENTERPRISE
VERIFICATION**



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

JHS Medical Inc

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Veteran Business Enterprise with the following designation(s):

BUSINESS TYPE(s):

Procurement Goods

CERTIFICATION NUMBER: **406968202003-VBE-V**

CERTIFICATION TYPE: **VETERAN BUSINESS ENTERPRISE**

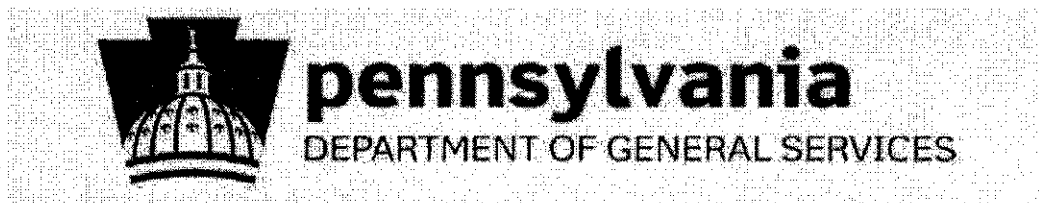
ISSUE DATE: **03/25/2020**

EXPIRATION DATE: **03/11/2022**

A handwritten signature in black ink that reads "Kerry L. Kirkland".

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

**NOTICE OF VETERAN BUSINESS ENTERPRISE
VERIFICATION**



The Department is pleased to announce that

JHS Medical Inc

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Veteran Business Enterprise with the following designation(s):

BUSINESS TYPE(s):

Procurement Goods

CERTIFICATION NUMBER: 406968202003-VBE-V

CERTIFICATION TYPE: VETERAN BUSINESS ENTERPRISE

ISSUE DATE: 03/25/2020

EXPIRATION DATE: 03/11/2022

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style and is positioned above the printed name and title.

**Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities**

APPENDIX [insert]

upon award

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of TBD, 20 , by and between IMA Professional Services of PA PC, ("Contractor") and JHS MEDICAL, INC., a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **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 Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a

different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract 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 are not 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, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Veteran

Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

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

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information

Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT E

REQUEST FOR PROPOSAL

Event Summary - 6100048835 - PA Dept of Corrections, Pre-Employment Screening - Lot 1 - Medical Examinations

| | | | |
|--------------------|----------------------|----------------------|----------------|
| Type | Request for Proposal | Number | 6100048835 |
| Stage Title | - | Organization | CommonwealthPA |
| Currency | US Dollar | Exported on | 3/19/2021 |
| Exported by | Complex Procurement | Payment Terms | - |
| Sealed Bid | Yes | Intend to Bid | No |
| Bid Total | 0.00 USD | | |

Event Dates

| | |
|----------------------------------|--|
| Time Zone | EDT/EST - Eastern Standard Time (US/Eastern) |
| Released | - |
| Open | 10/29/2020 2:00 PM EDT |
| Close | 2/10/2021 4:00 PM EST |
| Sealed Bid | 2/10/2021 4:00 PM |
| Question Submission Close | 1/28/2021 4:00 PM EST |

Event Users

Contacts

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. This RFP is comprised of two (2) lots as described below. Offerors may submit proposals for all Lots or any combination of the individual Lot(s). Offerors must submit a separate and complete proposal (Technical, Small Diverse Business and Veteran Business Enterprise Participation and Cost) for each Lot for which it intends to propose and offer and indicate the respective lot in the proposal. The Commonwealth reserves the right to award the Lots to a single Offeror or to award each Lot individually to distinct Offerors.

Lot 1 - Medical Examinations. The purpose of the medical examinations is to determine whether the candidate is able to perform the essential job functions of a Correction Officer (CO) position.

Lot 2 - Objective Personality Screening. The purpose of the objective personality screening is to determine whether the candidate is psychologically capable of performing the essential job functions, including the exercising of appropriate judgement or restraint in handling a firearm, of a CO position.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Contract** and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. Small Diverse Business and Veteran Business Enterprise Participation.

Lot 1 - Medical Examinations. The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, and Disability-Owned Business Enterprises) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for Lot 1 of this Project are set forth below:

SDB - 5%

VBE - 3%

Further information can be found in RFP Questions Groups 1.3 and 1.4

New SDB and VBE Goal Information Session (Lot 1 - Medical Examinations). The Commonwealth has significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed non-responsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this RFP which we highly recommend you attend. The purpose of this session is to provide an overview of the RFP and SDB and VBE participation submission instructions. Offerors may ask questions in accordance with Section 10, Questions and Answers contained in this Description Session. Offerors may also ask questions during the Session, however responses provided during the session are not official until the question is submitted in writing using the Q&A Board in JAGGAER. Q&A Board questions and written responses shall become part of this RFP.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session - Skype, Friday, November 6, 2020 at 12:30pm. Offerors will be afforded the Skype link when they are RSVP to the Information Session

An RSVP to the SDB and VBE Information Session is due via email to Sonya Schurtz at sschurtz@pa.gov by Thursday, November 5, 2020 at 4pm.

7. Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) Participation.

Lot 2 - Objective Personality Screening. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has not set Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals for this procurement. This procurement is either under the \$250,000 threshold for setting SDB and VBE Participation goals, or the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. In addition, there will be no points allocated toward SDB/SB participation for this Lot.

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject and proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions along with any additional Mandatory Responsiveness requirements as set forth in the Mandatory Responsive Requirements section, which are the only RFP requirements that the Commonwealth will consider to be not waivable. Clicking the submit button within this site constitutes an electronic signature. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the

Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format: To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of four submittal components: Technical, Cost, SDB Participation Submittal (along with the SDB Utilization Schedule, Good Faith Efforts Wavier request, or both) and VBE Participation Submittal (along with the VBE Utilization Schedule, Good Faith Efforts Waiver request, or both). Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Non-Disclosure Agreement. Offerors are required to submit a completed and signed Non-Disclosure Agreement, before access to appendices marked "Restricted" will be granted. The Issuing Office will accept the signed Non-Disclosure Agreement electronically via email to sschurtz@pa.gov with the subject line "RFP 6100048835 Non-Disclosure Agreement".

16. Mandatory Responsive Requirements. To be eligible for selection, the proposal must be:

- (1) Be timely received from and timely submitted by an Offeror (see Proposal Submission section);
- (2) Be electronically signed by the Offeror (see Proposal Submission section);
- (3) Contain a completed SDB participation submittal and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; **and**
- (4) Contain a completed VBE participation submittal and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.

17. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

18. Oral Presentation.

A. Lot 1 - Medical Examinations. Offerors are required to present a live demonstration of the proposed Dashboard Reporting Tool in Harrisburg, PA or via Skype. Offerors will be provided up to an hour and a half (1.5) hours for the live demonstration. The Issuing Office will schedule the demonstrations.

B. Lot 2 - Objective Personality Screening. No Oral Presentation will be conducted.

19. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

20. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value**. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services

offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

21. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

22. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

23. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

24. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

25. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

26. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

27. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

29. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

30. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, and Oral Presentation. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

31. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

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

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

32. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.**9. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

✘

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

| | | |
|--|---|--|
| RFP Amendment Changes REV 02.02.21 | #-RFP Amendmnt Changes REV 02.02.21.docx | ../Attachments/#-RFP Amendment Changes REV 02.02.21.docx |
| Terms and Conditions | 0_Terms and Conditions 09.01.20.pdf | ../Attachments/0_Terms and Conditions 09.01.20.pdf |
| Lot 1 Medical Examinations - Technical Submittal | 01_Technical Submittal Medical Examinations FINAL REV 11.20.20.docx | ../Attachments/01_Technical Submittal Medical Examinations FINAL REV 11.20.20.docx |
| Lot 1 Medical Examinations - Appendix A1 Corrections Officer Trainee Position Description | 1_Appendix A1 Corrections Officer Trainee Position Description 09.01.20.pdf | ../Attachments/1_Appendix A1 Corrections Officer Trainee Position Description 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix B1 Business Associate Agreement | 1_Appendix B1 DOC Business Associates Agreement 09.01.20.pdf | ../Attachments/1_Appendix B1 DOC Business Associates Agreement 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix C1 DOC Regional Map | 1_Appendix C1 DOC Regional Map 09.01.20.pdf | ../Attachments/1_Appendix C1 DOC Regional Map 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix D1 Corrections Officer Trainee Medical Standards - Restricted | 1_Appendix D1 Corrections Officer Trainee Medical Standards_Restricted 09.01.20.pdf | ../Attachments/1_Appendix D1 Corrections Officer Trainee Medical Standards_Restricted 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix D1 NonDisclosure Agreement | 1_Appendix D1 NonDisclosureStatement REV 11.02.20.docx | ../Attachments/1_Appendix D1 NonDisclosureStatement REV 11.02.20.docx |
| Lot 2 Objective Personality Screening - Technical Submittal | 002_Lot 2_Technical Submittal_FINAL REV 11.20.20.docx | ../Attachments/002_Lot 2_Technical Submittal_FINAL REV 11.20.20.docx |
| Lot 2 Objective Personality Screening - Appendix A2 Corrections Officer Trainee Position Description | 2_Appendix A2 Corrections Officer Trainee Position Description 09.02.20.pdf | ../Attachments/2_Appendix A2 Corrections Officer Trainee Position Description 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix B2 DOC Business Associate Agreement | 2_Appendix B2 DOC Business Associate Agreement 09.02.20.pdf | ../Attachments/2_Appendix B2 DOC Business Associate Agreement 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix C2 Regional Map | 2_Appendix C2 Regional Map 09.02.20.pdf | ../Attachments/2_Appendix C2 Regional Map 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix D2 Conditional Offeror of Employment Letter | 2_Appendix D2 Conditional Offeror of Employment Letter REV 11.17.20.pdf | ../Attachments/2_Appendix D2 Conditional Offeror of Employment Letter REV 11.17.20.pdf |
| Informational Session Sign In Sheet | 0-InfoSession Sign In Sheet 11.06.20.docx | ../Attachments/0-InfoSession Sign In Sheet 11.06.20.docx |
| DGS PowerPoint Presentation | 0-InfoSession_DGS Presentation 11.06.20.pptx | ../Attachments/0-InfoSession_DGS Presentation 11.06.20.pptx |
| Goal Setting PowerPoint Presentation | 0-InfoSession_BDISBO Presentation 11.06.20.pdf | ../Attachments/0-InfoSession_BDISBO Presentation 11.06.20.pdf |

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Lot 1 Medical Examinations Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
No response.
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
No response.
- 1.1.3 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)
No response.

Group 1.2: Lot 2 Objective Personality Screening Technical Questions

- 1.2.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
No response.
- 1.2.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
No response.

Group 1.3: Lot 1 Medical Examinations Small Diverse Business and Small Business Participation

- 1.3.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★
Yes/No
No response.
SDB Participation Information -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-Comprehensiv
- 1.3.2 Lot 1 - Please download, complete, and upload the attached Small Diverse Business Submittal Packet (SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet. ★
File Upload
No response.
SDB Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/SDB Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf
- 1.3.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★
File Upload
No response.
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx

1.3.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★
Yes/No
No response.

Group 1.4: Lot 1 Medical Examinations - Veteran Business Enterprise Participation

1.4.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★
Yes/No
No response.

VBE Participation Information - ../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-Comprehe

1.4.2 Lot 1 - Please download, complete, and upload the attached Veteran Business Enterprise Submittal Packet (VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet. ★
File Upload
No response.

VBE Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/VBE Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf

1.4.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★
File Upload
No response.

Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020(1).docx

1.4.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★
Yes/No
No response.

Group 1.5: Lot 1 Medical Examination Cost

1.5.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
No response.

Lot 1 Cost Submittal REV 02.02.21 - ../Attachments/QuestionAttachments/1_Lot 1_Cost Submittal FINAL

Group 1.6: Lot 2 Objective Personality Screening Cost

1.6.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
No response.

LOT 2 Cost Submittal - ../Attachments/QuestionAttachments/02_Lot 2_Cost Submittal FINAL

Additional Required Documentation

Group 2.1: Lot 1 Medical Examinations Standard Forms

2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
No response.

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload

No response.

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

No response.

Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

No response.

Group 2.2: Lot 2 Objective Personality Screening Standard Forms

2.2.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

No response.

Iran Free Procurement Certification - ../Attachments/QuestionAttachments/Iran Free Procurement

2.2.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

No response.

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic+Workforce+Utilization+Certification+Form (1).doc

2.2.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

No response.

rade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice.pdf

2.2.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

No response.

Group 2.3: Terms and Conditions

2.3.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

No response.

Group 2.4: Offeror's Representation

2.4.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

No response.

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.4.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

| |
|--------------|
| No response. |
|--------------|

Q&A Board

Subject = Providing Copies of Licenses

Public Thread

Q: Lot 1 Medical Evals. I-4 Requirements - B. Specific. What is the preferred method to "provide copies of all professional licenses"?

Question added by: Anonymous

1/24/2021 3:21 PM EST

A: Per the Technical Submittal, Section 1-4. Requirements, Letter B. Specific, #1 - Offerors shall provide copies of all aforementioned licenses with their Technical Submittal. If size doesn't permit on Group 1.1.: Lot 1 Medical Examinations Technical Questions, Number 1.1.1, you will need to upload the licenses as one document under 1.1.2.

Answered by: Sonya Schurtz

1/27/2021 1:34 PM EST

Subject = Business Associate Agreements

Public Thread

Q: Appendix B1 and B2. 3, (c) Reports of Improper Use or Disclosure Would the Dept. consider a notice within "5 days" or "as soon as possible" instead of within two (2) days.

Question added by: Anonymous

1/15/2021 5:23 PM EST

A: No

Answered by: Sonya Schurtz

1/19/2021 2:28 PM EST

Subject = Facility Locations - Lot 1 & 2. I-5 Tasks

Public Thread

Q: "In addition, the Offeror shall provide the location of each medical facility. The Offeror must have two (2) medical facilities, per region (refer to Appendix C1 {& C2}- DOC Regional Map located in the Buyer Attachments) and be within a 75-mile radius of each other." Question: Must the Offeror's two (2) locations in each region be within a 75 mile radius of each other or must they be within a 75 mile radius of the State Correctional Institutions that are located in the region? Thank you.

Question added by: Anonymous

1/10/2021 2:11 PM EST

A: Lot 1 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Medical Facility - The Medical Facilities must be 75-mile radius of each other. Lot 2 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Facility - The location of the facility must be within a 75-mile radius of each facility.

Answered by: Sonya Schurtz

1/15/2021 3:36 PM EST

Subject = Volume of Medical Exams & Personality Screening

Public Thread

Q: Do you anticipate 1,500 Medical Exams and 1,500 Personality Screenings statewide per year? Thank you.

Question added by: Anonymous

12/23/2020 11:20 AM EST

A: Please refer to Amendment 5 - revised Lot 1 - Medical Examinations Cost Submittal to change the "Estimated Number of Medical Examinations" from 1,155 to 1,200. The estimated Lot 2 - Objective Screening is estimated at 892 per year.

Answered by: Sonya Schurtz

1/5/2021 9:21 AM EST

Subject = Lot2, Appendix D2 & Tech Sub. PAI

Public Thread

Q: Is it the intent for the PAI's and Personal Histories to be performed by DOC staff at the respective SCI and for the results to be forwarded to the psychologist for review?

Question added by: Anonymous

12/7/2020 10:43 AM EST

A: Yes

Answered by: Sonya Schurtz

12/8/2020 2:26 PM EST

Subject = Vendor Presentation

Public Thread

Q: Is the Vendor Presentation before or after the Submit date of 12/16?

Question added by: Anonymous

11/24/2020 10:56 AM EST

A: After

Answered by: Sonya Schurtz

12/8/2020 2:25 PM EST

Subject = Invoicing

Public Thread

Q: Is Invoicing that lists the Candidates name, Medical Examination complete date, and Services provided sufficient if it is not in a itemized spreadsheet?

Question added by: Anonymous

11/24/2020 10:54 AM EST

| | | |
|--|------------------------------|-------------------------|
| A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | Answered by: Sonya Schurtz | 12/8/2020 2:24 PM EST |
| Subject = Cancellation Policy | | Public Thread |
| Q: We do not have a Cancellation Policy or way of reporting to the client if a DOC employee does not show up for their appointment. Is that required? | Question added by: Anonymous | 11/24/2020 10:51 AM EST |
| A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Visual Acuity | | Public Thread |
| Q: For the Visual Acuity is that a Snellen and Titmus Exam? | Question added by: Anonymous | 11/24/2020 10:48 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add Snellen and Titus Exam as the minimum. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Urinalysis | | Public Thread |
| Q: Is the Urinalysis tested in house with the vendors MRO/Lab or sent to your MRO/Lab? | Question added by: Anonymous | 11/24/2020 10:47 AM EST |
| A: All medical examinations, laboratory testing and testing is the sole responsibility of the selected Offeror. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Preplacement Physical | | Public Thread |
| Q: Will a Preplacement Physical need to be completed in the medical exam? | Question added by: Anonymous | 11/24/2020 10:45 AM EST |
| A: Can you please clarify your question? We are not understanding what is it that you are asking for. Thank you. | Answered by: Sonya Schurtz | 11/30/2020 12:04 PM EST |
| Q: For Lot 1, on page 1 under General is lists the components to the CO medical examination. A preplacement physical exam (medical history, job history, height, weight, BMI, vision, and full medical examination) is not listed. Will this be needed? | Question added by: Anonymous | 12/2/2020 1:54 PM EST |
| A: No | Answered by: Sonya Schurtz | 12/8/2020 2:26 PM EST |
| Subject = Drug Screen | | Public Thread |
| Q: What kind of Drug Screen will be performed? | Question added by: Anonymous | 11/24/2020 10:43 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening. | Answered by: Sonya Schurtz | 12/8/2020 1:11 PM EST |
| Subject = Chemistry Profile | | Public Thread |
| Q: What is in the Chemistry Profile? | Question added by: Anonymous | 11/24/2020 10:42 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of Chemistry Profile. | Answered by: Sonya Schurtz | 12/8/2020 1:07 PM EST |
| Subject = EKG Pricing | | Public Thread |
| Q: Lot 1 Med. Exams, I-1 Background, 1. General e. Electrocardiogram (EKG) and 1 Cost Submittal Final 09.01.20. Considering EKG's will not be performed on all candidates would the Dept. consider creating a separate line on the Excel spreadsheet for EKG's? This may create a cost savings for the State instead of including the cost of EKG's on line 17 of the spreadsheet. | Question added by: Anonymous | 11/15/2020 4:21 PM EST |
| A: Please refer to Amendment 4 - revising the Cost Submittal to remove the EKG from the "Cost Breakdown" tab and moved to "Rate Card" tab as a non-evaluated criteria. | Answered by: Sonya Schurtz | 12/8/2020 12:44 PM EST |
| Subject = Drug Screening | | Public Thread |

| | | |
|--|------------------------------|------------------------|
| Q: Lot 1 Med. Exams, I-1 Background, A Objectives, 1 General, d. Drug Screening. What type of drug screen is being requested? How many panels and what type of confirmation? | Question added by: Anonymous | 11/15/2020 4:05 PM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening. | Answered by: Sonya Schurtz | 12/8/2020 12:45 PM EST |

Subject = Objective Personality Screens **Public Thread**

| | | |
|--|------------------------------|------------------------|
| Q: If the candidate has a mental illness history and / or recent hospitalization, is there a process to get these records? | Question added by: Anonymous | 11/15/2020 3:55 PM EST |
| A: No | Answered by: Sonya Schurtz | 11/20/2020 3:52 PM EST |

Subject = Lot 1 Medical Exams Tech Submittal **Public Thread**

| | | |
|--|------------------------------|------------------------|
| Q: Lot 1 Med Exams, I-1 Background, A Objectives, 1. General. g. Tuberculosis Blood Test. Is it the Depts. desire to have blood test for Tuberculosis or the two step tuberculosis test that is referred to in the Conditional Offer of Emp. Letter (Lot 2 Objective Personality Screening Appendix 2)? | Question added by: Anonymous | 11/15/2020 3:52 PM EST |
| A: Department of Corrections (DOC) desire is to have the blood test for Tuberculosis. Please refer to Amendment 4 - with updating language removing the information regarding the two (2) step Tuberculosis test. | Answered by: Sonya Schurtz | 12/8/2020 12:45 PM EST |

Subject = Objective Personality Screenings **Public Thread**

| | | |
|---|------------------------------|------------------------|
| Q: Are the psychologists required to complete a clinical interview or is it up to their discretion? | Question added by: Anonymous | 11/15/2020 3:22 PM EST |
| A: Please refer to Lot 2 Objective Personality Technical Submittal, 1-5 Tasks, Letter D. Objective Personality Inventory, #3 Determination. | Answered by: Sonya Schurtz | 11/20/2020 3:52 PM EST |

Subject = Psych Screenings **Public Thread**

| | | |
|--|------------------------------|------------------------|
| Q: Would telehealth evaluations be permitted for the psychological screenings? | Question added by: Anonymous | 11/15/2020 3:02 PM EST |
| A: Please refer to Amendment 4 - revising the Technical Submittal adding Telepsychology. | Answered by: Sonya Schurtz | 12/8/2020 12:46 PM EST |

Subject = General **Public Thread**

| | | |
|---|------------------------------|------------------------|
| Q: Is there a current incumbent provider for these services? If so, please confirm the name of the vendor and where vendors can obtain a copy of their current program services. | Question added by: Anonymous | 11/11/2020 2:34 PM EST |
| A: The Medical Examinations are currently procured through a capitated medical contract and details are not available. The Objective Personality Screening are currently done in house. | Answered by: Sonya Schurtz | 11/13/2020 3:43 PM EST |

Subject = Audio Booth **Public Thread**

| | | |
|---|------------------------------|------------------------|
| Q: In Lot 1 Medical Exams for Correction Officers Technical Submittal I,1 Background, A Objectives, 1. General a. Audiogram (conducted i a sound proof booth) Would the Department permit the use of "Shoebox" audiometric testing units instead of soundproof booths? Please see the attached specifications and metrics for the Shoebox testing unit. | Question added by: Anonymous | 11/10/2020 1:52 PM EST |
| A: The selected Offeror will be required to provide the tests that are outlined in the Lot 1 Medical Examinations Technical Submittal, 1-5. Tasks, Letter F. Medical Examinations, #2. Laboratory Testing. | Answered by: Sonya Schurtz | 11/13/2020 3:43 PM EST |
| Q: If the contractor is able to perform the audiogram with the required specifications with alternative equipment, would this be acceptable? | Question added by: Anonymous | 11/16/2020 4:17 PM EST |

A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal.

Answered by: Sonya Schurtz

12/8/2020 12:44 PM EST

Subject = Scope**Public Thread**

Q: Does the offeror have to provide services to correctional officers in each of the four areas or in just one of the areas identified?

Question added by: Anonymous

11/6/2020 4:18 PM EST

A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal.

Answered by: Sonya Schurtz

11/10/2020 3:48 PM EST

Subject = Lot 1 Medical Examinations / Cost Savings**Public Thread**

Q: Page 1, 1-1 Background, 2 Specific, Attain Potential Cost Savings. What is the current cost of Medical Examinations? What is the current cost of the Medical Examinations including the tests listed as a to i in A. Objectives 1. General on page 1? If a per exam cost is not available what was the total cost for these exams in the last fiscal or calendar year?

Question added by: Anonymous

11/6/2020 9:17 AM EST

A: At this time the PA Department of Corrections procures the physicals through a capitated medical contract and details costs for exams or total yearly physicals is not available.

Answered by: Sonya Schurtz

11/10/2020 3:47 PM EST

Subject = Information Technology**Public Thread**

Q: What part of our IT application (dashboard) must be "accessible"; just the pages that will be used by The Department of Corrections or all pages, including those used by our personnel?

Question added by: Anonymous

11/5/2020 4:03 PM EST

A: Please refer to Technical Submittal, 1-5 Tasks, Letter C. Dashboard.

Answered by: Sonya Schurtz

11/10/2020 3:47 PM EST

Subject = Volume of Medical Exams & Personality Screening**Public Thread**

Q: What is the anticipated annual volume of Medical Exams and Personality Screenings to be performed in each of the 4 (four) Regions that are outlined in Appendix C1 of the DOC Regional Map?

Question added by: Anonymous

11/3/2020 10:53 AM EST

A: We anticipate approximately 500 in Region 1; 400 in Region 2; 400 in Region 3 and 200 in Region 4.

Answered by: Sonya Schurtz

11/5/2020 11:47 AM EST

**DOC, PRE-EMPLOYMENT SCREENING, RFP# 6100048835
INFORMATIONAL SESSION– NEW GOAL SETTING**

| | |
|--------------|------------------|
| Meeting Date | November 6, 2020 |
| Time | 12:30 PM |
| Location | Skype |

| Company Name | Representative / Title | Phone | Email | Skype Meeting Attendance | Designation, if any (SDB, VBE, etc.) |
|--|------------------------|--------------|--|--------------------------|--------------------------------------|
| Offerors | | | | | |
| Absolute Staffing & Consulting Solutions LLC | Tawanda Huff | 443.794.2148 | huff.t@ascsl.com | Did not attend | SDB & VBE |
| | Abigail Wade | N/A | awade@ascsl.com | | |
| | Edwinda Trader | N/A | etrader@ascsl.com | | |
| Concentra | Matthew DiLiberto | 610.592.7160 | Matthew.diliberto@concentra.com | X | |
| | Matthew DeLong | | | X | |
| The IMA Group | Mark Arland | 860.671.1024 | mark.arland@theIMAGroup.com | X | |
| | Monique Avakin | N/A | monique.avakian@theIMAGroup.com | X | |
| Forward Changes | Robin Slater | | forwardchangers@gmail.com | X | |
| MobileHealth | Dave Schramm | 569.270.6677 | DSchramm@mobilehealth.net | X | |
| | James A. | | | X | |
| Commonwealth Representatives | | | | | |
| Audrey Smith | DGS, BDISBO | | | X | |
| Sonya Schurtz | DGS, Issuing Office | 717.783.0761 | sschurtz@pa.gov | X | |
| Margie Traynor | DGS, Issuing Office | 717.703.2940 | martraynor@pa.gov | X | |

6100048835, DOC Pre-Employment
Screening

Pre-Proposal Conference

Issuing Office – Sonya Schurtz



pennsylvania

BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES



November 6, 2020 12:30pm

What's the Point?



equality
diversity
inclusion

SDB and VBE Classification

Small Diverse Business (SDB)

Goal oriented

- Minority Business Enterprise (MBE)
- Woman Business Enterprise (WBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)
- LGBT Business Enterprise (LGBTBE)
- Disability-Owned Business Enterprise (DOBE)

Veteran Business Enterprise (VBE)

Goal oriented

- Veteran Business Enterprise (VBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Request for Proposal (RFP) : Format

RFP Small Diverse Business Enterprise (SDB) and Veteran Business Enterprise (VBE) Components:

JAGGAER Locations

Description

- #6. Small Diverse Business and Veteran Business Enterprise Participation
- #15. Mandatory Responsive Requirements

Questions – RFP Questions -

- Group 1.3 – Lot 1 Medical Examinations Small Diverse Business and Small Business Participation
 - 1.3.2 - Small Diverse Business Submittal Packet
- Group 1.4 – Lot 1 Medical Examinations - Veteran Business Enterprise Participation
 - 1.4.2 – Veteran Business Enterprise Submittal Packet

Solicitation Specific Goals



| Participation Goals | SDB | VBE |
|---------------------|-----------|-----------|
| LOT #1 | 5% | 3% |
| LOT #2 | 0% | 0% |

Primes are welcome to exceed the goal!

Goal Analysis

- Available subcontracting opportunities across the entire state for the administrative services,
- Availability of DGS-verified SDB/VBEs to perform commercially useful functions, and
- Historical analysis of similar projects within the last 3 years.



New Forms and Processes

- SDB/VBE Instructions – *SDB-1/VBE-1* **READ**
- SDB/VBE Participation Submittal – *SDB-2/VBE-2*
- SDB/VBE Utilization Schedule – *SDB-3/VBE-3*
- Letter of Commitment – *SDB 3.1/VBE-3.1*
- Guidance for Good Faith Effort (GFE) Waiver – *SDB-4/VBE-4* **READ**
- GFE Waiver – *SDB-5/VBE-5*

SDB Submittal Instructions – SDB-1

SDB-1 INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **SDB Participation Goal**: The SDB participation goal is set forth in the eMarketplace advertisement and also in the Notice to Bidders. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.
- II. **SDB Eligibility**:
 1. **Finding SDB firms**: Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
 2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the SDB Utilization Schedule (SDB-3)**. A firm whose SDB verification is pending or

SDB Submittal – SDB-2

SDB-2 SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.
Click on bold titles to navigate to that specific page.

CRITICAL
✓ Check One, and Only One, Box

I agree to meet the SDB participation goal in full. I am requesting a partial waiver of the SDB participation goal. I am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal an SDB Utilization Schedule (SDB-3), which is required in order to be considered for award.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an SDB Utilization Schedule

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request for**

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request for**

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request for**

SDB Utilization Schedule – SDB-3

SDB-3 SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor, supplier, or manufacturer (add additional Letters of Commitment as necessary).

| SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification) | Type of SDB (check all that apply) | Description of Work to be Performed (Statement of Work/Specification reference) | % Commitment (or % of work to be self-performed by SDB bidder/offeror) | Dollar Value of Commitment (after applying any calculation per SDB-1, Section IV, Calculating SDB participation) |
|---|--|--|---|--|
| Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u> | MBE | IT staffing resources | % | \$ |
| Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____ | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____ | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____ | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____ | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | % | |
| Attach additional sheets if necessary | | | Total % SDB commitment: 0 | Total \$ amount: \$0 |

Letter of Commitment SDB-3.1

SDB-3-1 LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: _____

Solicitation Name: _____

| | Bidder/Offeror Information | SDB Information |
|------------------|----------------------------|-----------------|
| Name | _____ | _____ |
| Address | _____ | _____ |
| Point of Contact | _____ | _____ |
| Telephone number | _____ | _____ |
| Email address | _____ | _____ |

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the term of the prime contract, as more specifically set forth below:

| | |
|--|-------|
| Services or supplies the VBE will provide: | _____ |
| Specific Time Frame the VBE will provide the services or supplies: | _____ |

Dollar Value of Commitment. These services or supplies represent \$ _____ for the term of the contract.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Printed name

Acknowledged

Printed name

**SDB to
expect a
letter and
SIGN it!**

Guidance to Document GFE SDB-4

READ, READ, READ

Good Faith Efforts Packet SDB-5

Good Faith Efforts (GFE) Partial or Full Waiver

- Identified Items of Work Applicant Made Available to SDBs (Part 1)
- Identified SDBs and Record of Solicitations (Part 2)
- SDB Outreach Compliance Statement (Part 3)
- Additional Information Regarding Rejected SDB Quotes (Part 4)
- SDB Subcontractor Unavailability Certificate (Part 5)

SDB GFE Documentation – SDB-5

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

| | |
|---|--|
| Project Description: | |
| Commonwealth Agency Name: | |
| Solicitation #: | |
| Solicitation Due Date and Time: | |
| Bidder/Offeror Company Name: | |
| Bidder/Offeror Contact Name: | |
| Bidder/Offeror Contact Email: | |
| Bidder/Offeror Contact Phone Number: | |

Complete all five parts

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

| Identified Items of Work | Was this work listed in the solicitation? | Does Offeror normally self-perform this work? | Was this work made available to SDB Firms? If not, explain why. |
|--------------------------|---|---|---|
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |

GFE Waiver – Part 1

Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

| Identified Items of Work | Was this work listed in the solicitation? | Does Offeror normally self-perform this work? | Was this work made available to SDB Firms? If not, explain why. |
|--------------------------|---|---|---|
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
| | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |

Attach additional sheets if necessary.

GFE Waiver – Part 2

Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

| Name of Identified SDB and Classification | Describe Item of Work Solicited | Initial Solicitation Date & Method | Follow-up Solicitation Date & Method | Details for Follow-up Calls | Quote Received? | Quote Used? | Reason Quote Rejected |
|---|---------------------------------|--|--|--|---|---|--|
| SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date and Time of Call: Spoke with: Left Message: | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing |
| SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE | | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax | Date and Time of Call: Spoke with: Left Message: | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing |

Attach additional sheets as necessary.

GFE Waiver – Part 3

SDB Outreach Compliance Statement

1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:

2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.

3. Offeror made the following attempts to contact the Identified SDBs:

4. Bonding Requirements (Please Check One):

This project does not involve bonding requirements.

Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):

GFE Waiver – Part 4

Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

| Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal) | Self-performing or using non-SDB (provide name of non-SDB if applicable) | Amount of non-SDB quote \$ | Name of other firms that provided quotes and whether they are SDB | Amount quoted \$ | Reason why SDB quote was rejected along with brief explanation |
|---|---|----------------------------|---|------------------|---|
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |
| | <input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name: | | <input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name: | | <input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other |

GFE Waiver – Part 5

SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or
unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

Note to Primes

- Compliance will be closely monitored and enforced

The screenshot shows the 'Supplier Search' page of the Pennsylvania Department of General Services. The page includes a navigation bar with 'Home', 'PA eMarketplace', and 'Search Contracts'. A note explains that searches will include suppliers qualified for ITQ contracts and those registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO). There are two search sections: 'Quick Search' with a text input for 'Supplier Name or SAP Number', a 'Search' button, and a 'Reset' button; and 'Advanced Search'. Below the search sections, there is a 'Show 10 entries' dropdown, 'Export to Excel', and 'Reset Search Criteria' buttons. A table header is visible with columns: 'Supplier (click on name to display full record)', 'Contact', 'Address', 'SB Exp Date', 'SDB', and 'COSTARS'.

<http://www.dgs.internet.state.pa.us/suppliersearch>

Quick Search

Home **PA eMarketplace** **Search Contracts**

Note: The below searches (Quick Search and Advanced Search) will search suppliers who are qualified for one or more Invitation to Qualify (ITQ) Contracts AND suppliers registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) as a small business or small diverse business. Use the Quick Search to search by Vendor Name or Vendor Number. Use the Advanced Search to search by Small, Small Diverse, ITQ Contracts, COSTARS and UNSPC codes.

Quick Search

Supplier Name or SAP Number

IMPORTANT: Always click Reset prior to a new search to clear parameters from previous searches

Advanced Search

Show entries

| Supplier (click on name to display full record) | Contact | Address | SB Validity Dates | SDB Validity Dates | VBE Validity Dates | COSTARS |
|--|--|---------------|-------------------|--------------------|--------------------|---------|
| 21ST CENTURY MEDIA NEWSPAPER LLC | ROBERT BUTKINS sales@nittanyvalley.com | | | | | No |
| 22 GROUP, LLC () | Caroline M. Harper | 757 PUBLIC RD | 9/23/2019- | 9/23/2019- | | No |

To search or browse ALL Small and Small Diverse Businesses by Name OR 6-digit SAP Number (option also available through Advanced Search)

Advanced Search

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier
- Select all Classifications
- Select all Small Diverse Business Classifications

← Select one or more classifications. To pull only SDBs, check "Select all Small Diverse Business Classifications" below. To Include SBs, check "Small Business".

Find only vendors that have all selected classifications
 Find only vendors that have at least one selected classification

UNSPSC Description

Enter a brief code description (e.g. Door)

Type in any part of a UNSPSC code description to find vendors who have selected that UNSPSC code. ex: Landscaping will find vendors who have selected any UNSPSC code that has landscaping anywhere in the description. [Click here to download the entire list in Excel format.](#)

← OR ↓

UNSPSC Codes

- 10000000 - Live Plant and Animal Material and Accessories and Supplies
- 11000000 - Mineral and Textile and Inedible Plant and Animal Materials
- 12000000 - Chemicals including Bio Chemicals and Gas Materials
- 13000000 - Resin and Rosin and Rubber and Foam and Film and Elastomeric Materials
- 14000000 - Paper Materials and Products
- 15000000 - Fuels and Fuel Additives and Lubricants and Anti corrosive Materials
- 20000000 - Mining and Well Drilling Machinery and Accessories
- 21000000 - Farming and Fishing and Forestry and Wildlife Machinery and Accessories
- 22000000 - Building and Construction Machinery and Accessories
- 23000000 - Industrial Manufacturing and Processing Machinery and Accessories
- 24000000 - Material Handling and Conditioning and Storage Machinery and their Accessories and
- 25000000 - Commercial and Military and Private Vehicles and their Accessories and Components
- 26000000 - Power Generation and Distribution Machinery and Accessories

Click arrow to expand Segment for additional codes

Browse and select one or more codes. Don't know the codes you want? Download the entire list in Excel.

See slide 13 to understand the UNSPSC code hierarchy.

Find only vendors that have all selected UNSPSC codes
 Find only vendors that have at least one selected UNSPSC code

Advanced Search

PA Counties

- Clarion County
- Clearfield County
- Clinton County
- Columbia County
- Crawford County
- Cumberland County
- Dauphin County
- Delaware County
- Elk County
- Erie County

Select all Counties

Find only vendors that serve

Find only vendors that serve

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran-Owned Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier

Use multiple filters to restrict your search results to exactly what and where you need.

UNSPSC Codes

- 30100000 - Structural components and basic shapes
- 30110000 - Concrete and cement and plaster
- 30120000 - Roads and landscape
- 30130000 - Structural building products
- 30140000 - Insulation
- 30150000 - Exterior finishing materials
 - 30151500 - Roofing materials
 - 30151600 - Roofing accessories
 - 30151700 - Rain gutters and accessories
 - 30151800 - Siding and exterior wall materials
 - 30151900 - Finishing materials and products
 - 30152000 - Fencing

Find only vendors that have all selected UNSPSC codes

Find only vendors that have at least one selected UNSPSC code

Search Results

| Advanced Search | | | | | | | |
|---|--|---|-----------------------|-----------------------|---------------------|--------------------|---------|
| Supplier (click on name to display full record) | | Contact | Address | SB Validity Dates | SDB Validity Dates | VBE Validity Dates | COSTARS |
| ADVANCED AUDIO VISUAL SALES INC | JOHN GREENE DIRECTOR OF SALES John.Green@advancedav.com (Phone) 610-719-6194 (Fax) 610-692-8421 | 208 CARTER DRIVE SUITE 7 WEST CHESTER, PENNSYLVANIA 19382 (Phone) 610-719-6194 | | | | | No |
| ADVANCED BUILDING CONTROLS LLC (DBA ADVANCED BUILDING CONTROLS LLC) | Craig Connelly CCONNELLY@ADVANCEDBLDGCNTOLS.COM (Phone) 215-520-9964 | PO BOX 303 HOLICONG, PENNSYLVANIA 18928 (Phone) 215-520-9964 | 2/11/2019-2/28/2021 | | | | No |
| ADVANCED BUILDING PERFORMANCE INC () | Pei Pei Cavalier PEIPEI@ABPCX.COM (Phone) 301-760-9989 | 11225 HURDLE HILL DR POTOMAC, MARYLAND 20854 (Phone) 301-760-9989 abpcx.com | 12/20/2019-12/20/2021 | 12/20/2019-12/20/2021 | | | No |
| ADVANCED CLEANING SOLUTIONS LLC (ADVANCED CLEANING SOLUTIONS LLC) | Nicholas Ward cleanteam@advancedsolutionsPA.com (Phone) 610-597-0012 | PO BOX 3223 ALLENTOWN, PENNSYLVANIA 18106 | 2/27/2018-3/31/2020 | 2/27/2018-3/31/2020 | 2/27/2018-3/31/2020 | | No |

Certified Small Businesses

- Advanced Building Controls LLC
- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Small Diverse Businesses

- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Veteran Business Enterprise

- Advanced Cleaning Solutions LLC

Supplier Profile

| | |
|----------------------|---------------------------------|
| Name: | ADVANCED CLEANING SOLUTIONS LLC |
| SAP Number: | 511377 |
| Doing Business As: | ADVANCED CLEANING SOLUTIONS LLC |
| Other Names: | |
| Keywords: | |
| Web site: | |
| SB Validity Dates: | 02/27/2018 - 03/31/2020 |
| SDB Validity Dates: | 02/27/2018 - 03/31/2020 |
| VBE Validity Dates: | 02/27/2018 - 03/31/2020 |
| COSTARS Participant: | No |

← SB, SDB & VBE Expiration Dates

Supplier Classifications

- Small Business
- Service-Disabled Veteran Business Enterprise
- Veteran Business Enterprise

← SB, SDB & VBE Classifications

Contact Information

Contacts

| Contact Type | Contact Details | Phone |
|--------------|--|--------------|
| CORPORATE | Email: CLEANTEAM@ADVANCEDSOLUTIONSPA.COM | |
| SB MAIN | Nicholas Ward Title: Email: cleanteam@advancedsolutionsPA.com | 610-597-0012 |

Search Results

Advanced Search

Show entries

[Export to Excel](#) [Reset Search Criteria](#)

| Supplier (click on name to display full record) | Contact | Address | SB Validity Dates | DB Validity Dates | VBE Validity Dates | COSTARS |
|---|--|---|-----------------------|-----------------------|---------------------|---------|
| ADVANCED AUDIO VISUAL SALES INC | JOHN GREENE DIRECTOR OF SALES John.Green@advancedav.com (Phone) 610-719-6194 (Fax) 610-692-8421 | 208 CARTER DRIVE SUITE 7 WEST CHESTER, PENNSYLVANIA 19382 (Phone) 610-719-6194 | | | | No |
| ADVANCED BUILDING CONTROLS LLC (DBA ADVANCED BUILDING CONTROLS LLC) | Craig Connelly CCONNELLY@ADVANCEDBLDGCNTOLS.COM (Phone) 215-520-9964 | PO BOX 303 HOLICONG, PENNSYLVANIA 18928 (Phone) 215-520-9964 | 2/11/2019-2/28/2021 | | | No |
| ADVANCED BUILDING PERFORMANCE INC () | Pei Pei Cavalier PEIPEI@ABPCX.COM (Phone) 301-760-9989 | 11225 HURDLE HILL DR POTOMAC, MARYLAND 20854 (Phone) 301-760-9989 abpcx.com | 12/20/2019-12/20/2021 | 12/20/2019-12/20/2021 | | No |
| ADVANCED CLEANING SOLUTIONS LLC (ADVANCED CLEANING SOLUTIONS LLC) | Nicholas Ward cleanteam@advancedsolutionsPA.com (Phone) 610-597-0012 | PO BOX 3223 ALLENTOWN, PENNSYLVANIA 18106 | 2/27/2018-3/31/2020 | 2/27/2018-3/31/2020 | 2/27/2018-3/31/2020 | No |

Certified Small Businesses

- Advanced Building Controls LLC
- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Small Diverse Businesses

- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

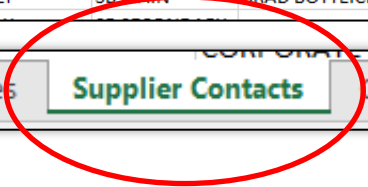
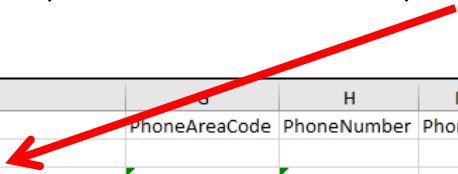
Veteran Business Enterprise

- Advanced Cleaning Solutions LLC

Excel Export Results – Supplier Contacts

Excel Export Results includes Vendor ID, Supplier Name, Contact Name, Email, Phone, Fax

| | A | B | C | D | E | F | G | H | I | J | K |
|----|------------|--------------------------------|--------------|--------------------|-------|---------------------------------------|---------------|-------------|---------|-----------|-----------|
| 1 | SAP Number | Supplier Name | Contact Name | Name | Title | Email | PhoneAreaCode | PhoneNumber | PhoneEx | FaxAreaCo | FaxNumber |
| 2 | 104279 | CA WEISS SALES LLC | CORPORATE | | | caweiss@comcast.net | | | | | |
| 3 | 104279 | CA WEISS SALES LLC | SB MAIN | KRISTY ZARICHNIAK | | kristyz@comcast.net | 610 | 4588864 | | 610 | 4588875 |
| 4 | 119565 | DUFF SUPPLY COMPANY | CORPORATE | ALEX DUFFINE | VP | DFRANK@DUFFCOMPANY.COM | 610 | 2754453 | 147 | 610 | 2796299 |
| 5 | 119565 | DUFF SUPPLY COMPANY | REMITTO | BARB COHEN | | bcohen@duffco.com | 610 | 2754453 | 149 | 610 | 2756761 |
| 6 | 119565 | DUFF SUPPLY COMPANY | SB MAIN | ALEX DUFFINE | | aduffine@duffco.com | 610 | 2754453 | | | |
| 7 | 119565 | DUFF SUPPLY COMPANY | SB SECONDARY | | | info@duffco.com | | | | | |
| 8 | 122594 | HOUCK SERVICES INC | CORPORATE | | | jherrold@houcks.com | | | | | |
| 9 | 122594 | HOUCK SERVICES INC | SB MAIN | JARROD HERROLD | | jherrold@houcks.com | 717 | 6573302 | | 717 | 6579805 |
| 10 | 122594 | HOUCK SERVICES INC | SB SECONDARY | | | kgussler@houcks.com | | | | | |
| 11 | 134717 | PENN STATE ELECTRIC MECHANICAL | CORPORATE | | | razmataz33@aol.com | | | | | |
| 12 | 134717 | PENN STATE ELECTRIC MECHANICAL | SB MAIN | RAZ SUGARWALA | | razmataz33@aol.com | 717 | 2992090 | | 717 | 2992297 |
| 13 | 134717 | PENN STATE ELECTRIC MECHANICAL | SB SECONDARY | | | ksing6027@yahoo.com | | | | | |
| 14 | 135270 | BARBARA J SALES ASSOC INC | CORPORATE | | | barb@barbarajsles.com | | | | | |
| 15 | 135270 | BARBARA J SALES ASSOC INC | SB MAIN | BARBARA SMITH | | barb@barbarajsales.com | 412 | 5233398 | | 800 | 8137122 |
| 16 | 135270 | BARBARA J SALES ASSOC INC | SB SECONDARY | | | willsmith@willjservices.com | | | | | |
| 17 | 137893 | IDA YEAGER SALES INC | CORPORATE | | | idayeagersales@zoominternet.net | | | | | |
| 18 | 137893 | IDA YEAGER SALES INC | SB MAIN | IDA LAQUATRAYEAGER | | idayeagersales@zoominternet.net | 724 | 4525260 | | 724 | 4521072 |
| 19 | 144061 | CONSTRUCTION TOOL SERVICE INC | CORPORATE | | | ehuss@constructiontoolservice.com | | | | | |
| 20 | 144061 | CONSTRUCTION TOOL SERVICE INC | SB MAIN | BETTY CONNELLY | | bconnelly@constructiontoolservice.com | 412 | 6816673 | | 412 | 6819185 |
| 21 | 144061 | CONSTRUCTION TOOL SERVICE INC | SB SECONDARY | | | bcgoodwork@aol.com | | | | | |
| 22 | 145576 | BURKE & MICHAEL INC | CORPORATE | | | MARYFRANCES@BURKEANDMICHAEL.COM | | | | | |
| 23 | 145576 | BURKE & MICHAEL INC | SB MAIN | MARY FRANCES HOGAN | | maryfrances@burkeandmichael.com | 412 | 3212301 | | 412 | 3214582 |
| 24 | 153927 | COOPER TRADING INC | CORPORATE | | | cti@ctipa.com | | | | | |
| 25 | 153927 | COOPER TRADING INC | SB MAIN | PETER COOPER | | pete@ctipa.com | 724 | 8618830 | | 724 | 8618832 |
| 26 | 153927 | COOPER TRADING INC | SB SECONDARY | | | debbie@ctipa.com | | | | | |
| 27 | 157009 | CONTRACT HARDWARE AND SUPPLY | CORPORATE | | | cristil@chsupplyinc.com | | | | | |
| 28 | 157009 | CONTRACT HARDWARE AND SUPPLY | SB MAIN | BRAD BOTTEICHER | | bradb@chsupplyinc.com | 814 | 9412340 | | 814 | 9412342 |



| | | | | | | | |
|-----------|--------------------|--------------------------|----------|--------------------------|------|---------------|--------------|
| Suppliers | Supplier Addresses | Supplier Contacts | Counties | Supplier Classifications | ITQs | ITQ Contracts | UNSPSC Codes |
|-----------|--------------------|--------------------------|----------|--------------------------|------|---------------|--------------|

REMINDER



**SEPARATE
SDB/VBE
SUBMITTALS!**

Questions?



BDISBO Contact Info

Bureau of Diversity, Inclusion and Small Business Opportunities

North Office Building
401 North Street, Room 611
Harrisburg, PA 17120-0500
717.783.3119

GS-BDISBO@pa.gov



Information Session

RFP 6100048835

**Department of Corrections (DOC) Pre-Employment
Screening**

**Issuing Officer: Sonya Schurtz
November 6 @ 12:30 pm**

AGENDA

- Introductions
- Pre-Proposal Information
- JAGGAER Overview
- Question and Answers
- Background
- Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)



Introductions

- **Department of General Services**

- Sonya Schurtz, Issuing Officer; and

- Audrey Smith, Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO)

- **Department of Corrections**

- Amanda Walk, Project Manager

Information Session Information

- Please keep yourself muted.
- There will be time for participants to ask Questions. However, all Commonwealth responses are **not** official until they are submitted and responded to in JAGGAER.
- At the end of the Information Session, all PowerPoint Presentations and Attendance Sheet will be posted in JAGGAER, as an Amendment, in the Buyer Attachments tab.

JAGGAER Overview

JAGGAER

- Buyer Attachments will contain the technical submittals and associated appendices
 - Please check the Buyer Attachment Sections regularly for any revised documents. It's the offeror's responsibility to submit its proposal response with the most update-to-date document version.
 - If a document needs revised, the old document will be deleted and replaced with the updated version. The naming convention will contain a revision date.
 - Refer to the document, "RFP Amendment Changes" in the Buyer Attachment section of JAGGAER for any notable changes to the RFP.

- Questions Section (RFP Questions and Additional Required Documents)
 - Make sure to upload documents (if required) to the appropriate lot.
 - Before final submission, verify all documents have uploaded and to the appropriate question.

Question and Answers

- Question & Answer (Q&A) board
 - Question must be submitted/responded to via the Q&A Board
 - Questions will be answered on a rolling basis
 - Questions shall be submitted as individual questions

All Commonwealth responses are not official until they are submitted and responded to in JAGGAER.

Background

This RFP is comprised of two (2) lots as described below. Offerors may submit proposals for all Lots or any combination of the individual Lot(s). Offerors must submit a separate and complete proposal (Technical, Small Diverse Business and Veteran Business Enterprise Participation (if applicable) and Cost) for each Lot for which it intends to propose and offer and indicate the respective lot in the proposal. The Commonwealth reserves the right to award the Lots to a single Offeror or to award each Lot individually to distinct Offerors.

Lot 1 - Medical Examinations. The purpose of the medical examinations is to determine whether the candidate can perform the essential job functions of a Correction Officer (CO) position.

Lot 2 - Objective Personality Screening. The purpose of the objective personality screening is to determine whether the candidate is psychologically capable of performing the essential job functions, including the exercising of appropriate judgement or restraint in handling a firearm, of a CO position.



Bureau of Diversity, Inclusion and Small Business Opportunities (DBISBO)

Audrey Smith



*Thank you for attending today's
Information Session!*

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

I-1. Background. The purpose of the medical examinations is to determine whether the candidate is able to perform the essential job functions of a Correction Officer (CO) position (refer to **Appendix A1 – Corrections Officer Trainee Position Description** located in the **Buyer Attachments**). The Pennsylvania (PA) Department of Corrections (DOC) conducted approximately 3,466 medical examinations over three (3) years (2016-2019).

A. Objectives.

- 1. General.** The Selected Offeror will be the primary provider of a standardized medical examination for all Corrections Officers (CO) based on the tasks outlined in the [PA DOC 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement of Civil Service Positions](#). In delivering services, the Offeror shall provide a comprehensive pre-employment medical examination including, but not limited to, the following:
 - a. Audiogram;
 - b. CBC with Differential;
 - c. Chemistry Profile;
 - d. Drug Screening;
 - e. Electrocardiogram (for all candidates over age 40 or if a medical condition warrants prior to age 40);
 - f. Hepatitis C antibody;
 - g. Tuberculosis Blood Test;
 - h. Urinalysis; and
 - i. Visual Acuity (including color and peripheral testing).

- 2. Specific.** The overall goals of the contract resulting from this RFP are to:
 - a. Provide medical services for Pre-Employment medical requirements for all Corrections Officers;
 - b. Provide streamlined and consistent medical examinations;
 - c. Obtain one provider to provide services throughout the four designated regions;
 - d. Establish a contract for these services; and
 - e. Attain potential Cost Savings.

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

I-2. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

Offeror Response

I-3. Qualifications.

A. Prior Experience. Offeror shall have and describe in their Technical Response, at a minimum, five (5) years of experience in administering pre-employment Correctional Officer medical examinations similar in size and scope to the services depicted in this Request for Proposal (RFP).

Additionally, Offeror shall provide three (3) detailed examples of projects that your company has performed that are similar to the nature and scope of the services stated in this RFP.

Each example shall include but not limited, to the following:

1. Project Name;
2. Scope and Size of Project;
3. Contract Value;
4. Project Start and End Dates;
5. Company Name;
6. Contact Person;
7. Contact Phone Number; and
8. Contact Email Address.

Offeror Response

B. Contract Cancellations. Offeror shall describe and identify any contract cancellations or those that were not renewed within the last five (5) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling or not renewing the contract and the Offeror's position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

Offeror Response

C. Personnel. Describe in narrative form the number of executives, regional, and Pennsylvania-licensed health care professional person who will be engaged in the work. Indicate where these personnel will be physically located during the time they are engaged in the Project. For key

LOT 1 – MEDICAL EXAMINATIONS FOR CORRECTIONS OFFICERS

TECHNICAL SUBMITTAL

personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in providing medical examinations evaluations to individuals applying for employment. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Key Personnel are defined below:

3. **Account Manager.** The selected Offeror shall have an Account Manager to serve as a main point of contact throughout the initial term of the contract and any subsequent renewals. The responsibilities of the Account Manager shall be, but not limited to, the following:
 - a. Available Monday through Friday during standard business hours (8am - 5pm EST);
 - b. Provide for the successful and seamless implementation and ongoing coordination of efforts throughout the contract and any subsequent renewals;
 - c. Oversee the entire operational team;
 - d. Provide high-quality services,
 - e. Resolve problems; and
 - f. Address and optimize recommended qualitative opportunities for DOC.

Offeror shall identify the Account Manager including contact information and confirm their understanding, in narrative form, relating to contract management.

Offeror Response

4. **Chief Medical Officer (CMO).** The selected Offeror shall have a CMO on staff at each facility. CMO shall be the responsible party for the oversight of all medical examinations. Additionally, the CMO shall be responsible for all resulting data and records from those medical examinations. Medical Examinations shall be maintained and forwarded to the DOC Human Relations Administrator.

In addition to the CMO, each facility shall have, at minimum, the following personnel:

- a. **Physician(s).** The selected Offeror shall designate two (2) or more Physician(s) to administer medical examinations, evaluate lab work, and supervise Physician Assistant(s);
- b. **Physician Assistant(s).** The selected Offeror shall designate one (1) or more Physician Assistants to assist the Physician(s) in administering medical examinations and evaluating lab work; and

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

- c. **Registered Nurse Practitioner.** The selected Offeror shall designate, at least one (1) or more Registered Nurse Practitioner(s) to assist the Physician(s) and Physician Assistant(s) with administering medical examinations and evaluating lab work.

Offeror shall identify the CMO including contact information and confirm their understanding, in narrative form, relating to their responsibilities and staffing requirements.

Offeror Response

- 5. **Medical Facility Manager.** Each facility shall have a Medical Facility Manager onsite. The responsibilities of the Medical Facilities Managers shall be, but not limited to, the following:
 - a. Available Monday through Friday during standard business hours (8am - 5pm EST); and
 - b. Ensure consistent processes and evaluations throughout all medical facilities.

Offeror shall identify the Medical Facility Manager, including contact information, and confirm their understanding, in narrative form, relating to their responsibilities.

Offeror Response

- 6. **IT Representative.** The selected Offeror shall have an Information Technology (“IT”) Representative that will serve as the point of contact for any technical concerns relating to the electronic interface and dashboard reporting tool. The IT Representative shall be:
 - a. Available Monday through Friday during standard business hours (8am - 5pm EST); and
 - b. Responsible for, but not limited to, the following:
 - 1. Providing high quality customer service;
 - 2. Reducing electronic interface downtime; and
 - 3. Resolving technical concerns.

Offerors shall identify the IT Representative including contact information and confirm their understanding in narrative form of the DOC’s needs relating to IT support.

Offeror Response

- 7. **Key Personnel Vacancies:** The selected Offeror must fill any key position vacancies within four (4) weeks of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

capacity immediately until the position is filled. The DOC has final approval on all appointed or hired key personnel. Offeror shall acknowledge acceptance of this criteria.

Offeror Response

- 8. Removal of Personnel:** DOC retains the right to order the removal of any selected Offeror and/or subcontractor personnel from this project, or from performing any service under this contract. The Commonwealth will not be responsible for any cost incurred by the selected Offeror and/or its subcontractors in replacing personnel if good cause exists. Offeror shall acknowledge acceptance of this criteria.

Offeror Response

D. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Offeror Response

I-4. Requirements. Offerors shall meet all requirements in order to be responsive to this RFP.

A. General. The selected Offeror shall adhere to, but not be limited to, the following:

1. Applicable Federal, State, or local laws and regulations; and
2. Policies and regulations governing the [PA DOC](#).

B. Specific.

1. **Licensing.** All healthcare resources require active [professional licenses](#) that are in good standing in the Commonwealth of Pennsylvania.

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Offeror shall provide copies of all aforementioned licenses with their Technical Response.

Offeror Response

- 2. Health Insurance Portability and Accountability Act (HIPAA) Regulations.** The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

The selected Offeror will be responsible for assessing its obligations pursuant to HIPAA and will include such assessment in its technical proposal. The selected Offeror will be required to execute the Business Associates Agreement contained in **Appendix B1 – DOC Business Associates Agreement** located in the **Buyer Attachments**.

- 3. Professional Liability Insurance.** In addition to the insurance requirements contained in the standard Contract Terms and Conditions, found in the Buyer Attachments, the selected Offeror must obtain and maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence or claims made, covering the selected Offeror, its employees, agents, contractors and subcontractors in the performance of all services.

Selected Offeror shall provide a copy of their most current and valid professional liability insurance certificate upon request.

- 4. Disaster Recovery (DR) Information Technology.** The selected Offeror must employ DR procedures to assist in preventing interruption in the use of the solution. Offeror shall describe its disaster recovery plans for maintaining operations during disasters. The Offeror's DR Plan(s) shall include, but is not limited to, the following requirements:
- a. Detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures;
 - b. Frequency of testing of its DR plans; and
 - c. Support compliance with the required system availability.

Offeror Response

- 5. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, DOC needs a strategy for maintaining operations for an extended period. One part of this strategy is to ensure that essential contracts that provide critical business services to DOC have planned for such an emergency and put contingencies in place to provide needed goods and services.
- a. Describe how you anticipate such a crisis will impact your operations.

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- b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
- c. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees);
- d. Identified essential business functions and key employees (within your organization) necessary to carry them out;
- e. Contingency plans for:
 - 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- f. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
- g. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

I-5. Tasks. The Offeror shall describe, in narrative form, how they will accomplish the work described in this RFP using the task descriptions below as your reference points.

A. Implementation. Offeror shall provide an implementation plan with their Technical Response describing how they will roll out the services depicted in this RFP.

Offeror Response

B. Medical Facility. Offeror shall describe the medical facility, including all amenities, that will successfully accommodate the needs and services depicted in this RFP.

In addition, the Offeror shall provide the location of each medical facility. The Offeror must have two (2) medical facilities, per region (refer to **Appendix C1 – DOC Regional Map** located in the **Buyer Attachments**) and be within a 75-mile radius of each other.

Offeror Response

C. Dashboard. The selected Offeror shall provide a dashboard for the purpose of scheduling appointments and housing of medical examinations. The dashboard shall have the ability to run

LOT 1 – MEDICAL EXAMINATIONS FOR CORRECTIONS OFFICERS

TECHNICAL SUBMITTAL

reports at scheduled intervals as well as on demand in real time and shall be available in Microsoft Office Excel format.

Full access for the dashboard is required for Public Safety HR Delivery Center personnel. Limited access and permissions will be granted and authorized by DOC.

Types of reports that will be available and retrievable via the dashboard shall be secure and include, but not be limited to, the following information:

1. **Online Appointment Scheduling:** Offeror shall provide access to an online appointment scheduling system for Public Safety HR Delivery Center personnel to schedule medical examinations; and
2. **Medical Examination Results.** Offeror shall provide a report of the results to the Public Safety HR Delivery Center personnel within five (5) business days of the date of the medical examination. The report shall contain, but not be limited to, the following:
 - a. Candidate's Name;
 - b. Date of Medical Examination;
 - c. Results of Medical Examination; and
 - d. Determination – Pass/Fail. Offeror shall follow the guidelines set forth in [PA DOC Policy 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement for Civil Service Positions](#) for determination of pass/fail.

Offeror shall provide samples of the above reports with their Technical Response.

Offeror Response

- D. Medical Staffing.** Offeror shall describe their staffing complement for each medical facility.

Offeror Response

- E. Medical Appointments.** The selected Offeror shall describe how they will coordinate with the DOC's scheduling process for medical appointments (refer to **Appendix C1 – DOC Regional Map** located in the **Buyer Attachments**).

Offeror Response

- F. Medical Examinations.** Process standards set forth in **Appendix D1 – Corrections Officer Trainee (COT) Medical Standards** located in the **One Drive** and [PA DOC Policy 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement for Civil Service Positions](#) are, but not limited to, the following:

**LOT 1 – MEDICAL EXAMINATIONS
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TECHNICAL SUBMITTAL

1. Medical Examination.

2. Laboratory Testing.

- a. CBC with Differential;
- b. **Chemistry Profile.** The Chemistry Profile shall include, but not limited to, the following:
 - 1. Carbon Dioxide;
 - 2. Chloride;
 - 3. Creatinine;
 - 4. Glucose;
 - 5. Blood Urea Nitrogen (BUN);
 - 6. Potassium;
 - 7. Sodium; and
 - 8. Calcium.
- c. **Drug Screening.** The Drug Screening shall be a split sample screening, and a five (5) panel testing with positive/negative results;
- d. Hepatitis C antibody;
- e. Tuberculosis Blood Test; and
- f. Urinalysis

3. Testing.

- a. **Electrocardiogram (EKG).** Offeror shall conduct an EKG for all candidates over age 40 or if a medical condition warrants prior to age 40;
- b. Audiogram; and
- c. **Vision Acuity.** The vision acuity shall include color, peripheral testing and minimum be the Snellen and Titmus examine.

Offeror shall describe how they will facilitate medical examinations in their entirety.

Offeror Response

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

G. Cancellation or No-Show. Offeror shall describe how they will handle cancellations or no-shows. Any expenses related to the cancellation or no-show will be at no cost to the DOC.

Offeror Response

I-6. Quality Control Plan. The Selected Offeror shall have a Quality Control Plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. Offeror shall provide their Quality Control Plan in this Technical Response.

Offeror Response

I-7. Value Added Service. The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services that will be provided at no cost to DOC, that the Offeror may, at DOC's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness or savings from management services.

Offeror Response

I-8. Invoicing. In addition to the invoicing contained in the standard **Contract Terms and Conditions**, found in the **Buyer Attachments**, the selected Offeror must provide a copy of the invoice, plus the invoice backup. Invoice backup must be provided to Public Safety HR Delivery Center. Invoice backup should be in the form of an itemized spreadsheet detailing the following:

- A. Candidate's Name;
- B. Medical Examination Completed Date; and
- C. Services provided.

Offeror shall provide a sample invoice with this Technical Response.

Offeror Response

I-9. Contract Turnover. All data and information acquired by the selected Offeror shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in its entirety upon completion of the Contract. These data files shall be in a format as to be accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall pay all costs related to transfer of data.

The Offeror shall describe its Turnover Plan, which addresses the tasks outlined above. The final Turnover Plans shall be subject to the review and written approval of the Commonwealth.

Offeror Response

**LOT 1 – MEDICAL EXAMINATIONS
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I-10. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the **Terms and Conditions** contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions shall appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror shall submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

**APPENDIX A1 –
Corrections Officer Trainee Position Description**

The essential job functions of the Corrections Officer Trainee include, but not limited, to the following:

1. Ability to supervise inmates participating in work, leisure activities, formal programs, etc.;
2. Ability to exercise care, custody and control over inmates;
3. Ability to apply physical force and intervention when appropriate;
4. Ability to perform physically demanding tasks, e.g. running, physical control of inmates, lifting;
5. Ability to walk over all types of physical surfaces;
6. Ability to work overtime as required by operational necessities and emergencies. Must be able to work mandatory overtime in compliance with overtime provisions of the Collective Bargaining Agreement, with little or no advance notice, whether on or off duty at the time of notification;
7. Ability to use various equipment and tools of the trade, required by the job classification;
8. Ability to effectively communicate verbally and in writing with inmates and staff;
9. Ability to analyze situations and problems, and provide appropriate solutions;
10. Ability to maintain and administer effective discipline over inmates;
11. Ability to search inmates and any and all areas for contraband;
12. Ability to administer emergency medical assistance to both inmates and staff;
13. Ability to receive, issue, and control inventory;
14. Ability to attend and participate in all required or mandatory training and/or testing;
15. Must be able to work all posts without advance notice; and
16. Must be able to work all work shifts, in compliance with the Collective Bargaining Agreement.

APPENDIX B1
DOC Business Associate Agreement

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Commonwealth of Pennsylvania Department of Corrections (“DOC”) has taken the position that it is not a “Covered entity”, as defined in the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (“HIPAA”); and

WHEREAS, the DOC intends to protect the privacy and security of certain Protected Health Information (“PHI”) to which other entities may have access pursuant to this Business Associate Agreement; and

WHEREAS, the DOC and _____ (“Business Associate”) have agreed to enter into this Business Associate Agreement to memorialize the privacy and security protections of certain PHI to which Business Associate may have access in order to provide goods or services to or on behalf of the DOC, in accordance with HIPAA, , the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, 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*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and,

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

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

NOW, THEREFORE, the DOC and Business Associate, intending to be legally bound, agree as follows:

1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

APPENDIX B1
DOC Business Associate Agreement

- (b) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (c) **“HITECH Act”** shall mean the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, 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).
- (d) **“Parties”** shall mean the DOC and the Business Associate, collectively.
- (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 have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (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 Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Stated Purposes for Which Business Associate May Use or Disclose PHI. The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Business Associate Agreement:

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

APPENDIX B1
DOC Business Associate Agreement

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, the DOC other than as permitted or required by this Business Associate Agreement, as requested by the DOC, 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 Business Associate Agreement. 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 DOC 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 _____ at _____, within **two (2) days** of discovery any use or disclosure of PHI not provided for or allowed by this Business Associate Agreement.
- (d) **Reports on Security Incidents.** In addition to following the breach notification requirements in section 13402 of the *Health Information Technology for Economic and Clinical Health Act of 2009* (“HITECH Act”), as amended, and related regulations, the Privacy Rule, the Security Rule, agency guidance and other applicable federal and state laws, Business Associate shall report to _____ at _____, **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 the DOC. Business Associate shall indemnify the DOC 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. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (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

APPENDIX B1
DOC Business Associate Agreement

substantially the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Business Associate Agreement.

- (f) **Right of Access to PHI.** For any PHI maintained in a designated record set, Business Associate shall allow the DOC to have access to and copy an individual's PHI within **five (5) business days** of receiving a written request from the DOC. 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 DOC 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 DOC. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify the DOC 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, as amended, related regulations and agency guidance. Business Associate shall indemnify the DOC for all costs and damages associated with Business Associate's failure to respond within the time frames set forth in this subsection [3\(f\)](#).
- (g) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a written request from the DOC for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable the DOC to comply with [45 C.F.R. § 164.526](#), applicable federal and state law, including the HITECH Act , as amended and related regulations, the Privacy Rule, the Security Rule and agency guidance. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify the DOC within **five (5) business days**.
- (h) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule (all as amended), in accordance with [45 C.F.R. § 164.528](#) and other applicable laws and agency guidance, including the HITECH Act, as amended, 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 DOC within **five (5) business days** of a written request for an accounting of disclosures. Business Associate shall indemnify the DOC for all costs and damages associated with Business Associate's failure to respond within the time frames set forth in this subsection [3\(h\)](#).

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- (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 Rule, 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 DOC, 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 of this Business Associate Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of the DOC. Business Associate agrees not to retain any copies of the PHI after termination of this Business Associate Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Business Associate Agreement 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 the DOC that the PHI has been destroyed.
- (l) **Maintenance of PHI.** Notwithstanding subsection 3(k) of this Business Associate Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of this Business Associate Agreement and shall continue to maintain the information required under the various documentation requirements of this Business Associate Agreement (such as those in subsection 3(h)) for a period of **six (6) years** after termination of this Business Associate Agreement, unless Covered Entity and Business Associate agree otherwise.
- (m) **Mitigation Procedures.** Business Associate agrees to establish and to provide to the DOC, 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 Business Associate Agreement or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Agreement or applicable laws and agency guidance.
- (n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Business Associate Agreement, applicable laws or agency guidance.

APPENDIX B1
DOC Business Associate Agreement

- (o) **Grounds for Breach.** Non-compliance by Business Associate with this Business Associate Agreement or the Privacy or Security Rules, as amended, is a breach of this Business Associate Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. The DOC may elect to terminate Business Associate's contract for such breach.
- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Business Associate Agreement by the DOC if the DOC determines, in its sole discretion, that the Business Associate has violated a material term of this Business Associate Agreement.
- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Business Associate Agreement, the DOC may immediately discontinue providing PHI to Business Associate. The DOC may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by the DOC and reporting by Business Associate, as the DOC, in its sole discretion, determines to be necessary to maintain compliance with this Business Associate Agreement and applicable laws and agency guidance.
- (r) **Privacy Practices.** The DOC will provide Business Associate with all applicable forms, 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 the DOC. The DOC may change applicable privacy practices, documents and forms. The Business Associate shall make reasonable endeavors to 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 THE DOC.

- (a) **Permissions.** The DOC shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI of which the DOC is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (b) **Restrictions.** The DOC shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that the DOC has agreed to in accordance with 45 C.F.R. § [164.522](#), as amended, and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (c) **Requests.** The DOC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH and related

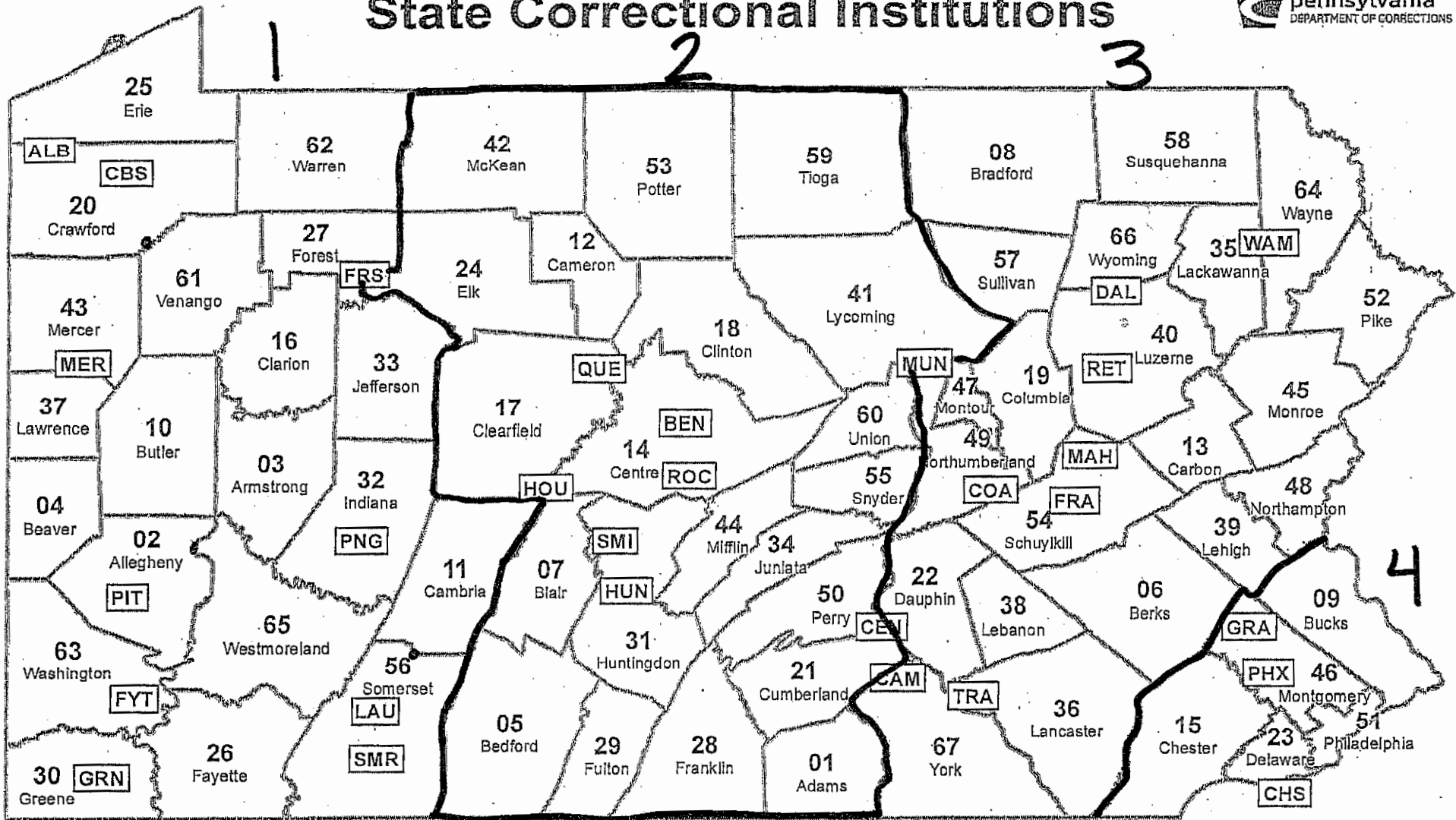
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regulations, the Privacy Rule or the Security Rule, all as amended, if done by the DOC.

5. MISCELLANEOUS.

- (a) **Regulatory References.** A reference in this Business Associate Agreement to a section in HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule refers to the most current version of the section in effect or as amended.
- (b) **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time in order to ensure compliance with the requirements of the HIPAA, HITECH and related regulations, the Privacy Rule, the Security Rule and any other applicable law, all as amended.
- (c) **Conflicts.** In the event that any terms of this Business Associate Agreement are inconsistent with the terms of the Agreement entered into by the DOC and Business Associate, then the terms of this Business Associate Agreement shall control.

State Correctional Institutions



| | | | | | | | |
|-----|-----------------------|-----|----------------------|-----|--------------------|-----|------------------|
| ALB | SCI Albion | FRA | SCI Frackville | MAH | SCI Mahanoy | ROC | SCI Rockview |
| BEN | SCI Benner | FRS | SCI Forest | MER | SCI Mercer | SMI | SCI Smithfield |
| CAM | SCI Camp Hill | FYT | SCI Fayette | MUN | SCI Muncy | SMR | SCI Somerset |
| CBS | SCI Cambridge Springs | GRA | SCI Graterford | PHX | SCI Pheonix | TRA | Training Academy |
| CEN | Central Office (HQ) | GRN | SCI Greene | PIT | SCI Pittsburgh | WAY | SCI Waymart |
| CHS | SCI Chester | HUN | SCI Huntingdon | PNG | SCI Pine Grove | | |
| COA | SCI Coal Township | HOU | SCI Houtzdale | QUE | Quehanna Boot Camp | | |
| DAL | SCI Dallas | LAU | SCI Laurel Highlands | RET | SCI Retreat | | |

APPENDIX D1
Corrections Officer Trainee Medical Standards

Non-Disclosure Agreement. Offerors are required to submit a completed and signed **Appendix D1 Non-Disclosure Statement** located in the **Buyer Attachments** before access to appendices marked “restricted” at the end of the appendices title will be granted. The Issuing Office will accept the signed Non-Disclosure Agreement electronically via email at sschurtz@pa.gov with the subject line “RFP 6100048835 Non-Disclosure Agreement”.

Distribution, Access To, and Disposal of Materials. Offerors who submit a completed Non-Disclosure Agreement will be provided access to identified appendices containing comprehensive information on Commonwealth property. The Offeror will receive the appendices through a secure link from the Issuing Officer.

APPENDIX D1 NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is between the Pennsylvania Department of Corrections ("DOC") and ("Company") a corporation, having a business address at . This Agreement will be **accepted in accordance with section 15 of the JAGGAER Description Section.**

RECITALS

- A. Company wishes to receive certain DOC health care policies and procedures, financial and operational information (hereinafter collectively "Information") pertaining to the DOC Corrections Officer Physicals RFP #6100048835. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.
- B. Company wishes to receive the Information for the sole purpose of submitting a proposal in response to DOC Corrections Officer Physicals RFP #6100048835.
- C. DOC is willing to disclose the Information and Company is willing to receive the Information (as "Receiving Party") on the terms and conditions set forth herein.

Therefore, the Company, intending to be legally bound, agrees, as follows:

- 1. The disclosure of Information by DOC is in strictest confidence and thus Company will:
 - a. Not disclose to any other person the Information;
 - b. Use at least the same degree of care to protect the Information as the Company uses in protecting its own confidential and proprietary information, but in no event less than reasonable care;
 - c. Use the Information only for the above purposes;
 - d. Restrict disclosure of the Information solely to those employees or other personnel of Company having a need to know such Information in order to accomplish the purpose stated above;
 - e. Advise each such employee or other personnel, before he or she receives access to the Information, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations;
 - f. Within fifteen (15) days following request of DOC, return to DOC all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to DOC, in writing, the destruction of such materials; and
 - g. Immediately upon sale of Company or merger of Company with a third party, return to DOC all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to DOC, in writing, the destruction of such materials.

**APPENDIX D1
NON-DISCLOSURE AGREEMENT**

2. This Agreement imposes no obligation on Company with respect to any portion of the Information received from DOC which:
 - a. was rightfully known by the Company prior to disclosure by DOC and which the Company has no obligation not to disclose or use it;
 - b. is lawfully obtained by the Company from a third party under no obligation of confidentiality;
 - c. is or becomes generally known or available other than by unauthorized disclosure;
 - d. is independently developed by the Company; or

is generally disclosed by DOC to third parties without any obligation on the third parties.
3. This Agreement imposes no obligation on Company with respect to any portion of the Information disclosed by DOC, unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to the Company within thirty (30) days of the disclosure. **Information disclosed by DOC in a written document or machine-readable media and marked "CONFIDENTIAL" includes, but is not limited to, all the items, contained in the online secure portal ("OneDrive site") set up for the DOC Corrections Officer Physical RFP 6100048835. Upon access to the secure OneDrive Site, Company thereby acknowledges receipt of the items contained therein.**
4. The Information shall remain the sole property of DOC or the originating agency.
5. DOC DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, DOC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. DOC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.
6. In the event of a breach or threatened breach or intended breach of this Agreement by Company, the Company agrees that DOC, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
7. The validity, construction, and performance of this Agreement are governed by the laws of the Commonwealth of Pennsylvania.
8. The rights and obligations of the Company under this Agreement may not be sold, assigned or otherwise transferred.

**APPENDIX D1
NON-DISCLOSURE AGREEMENT**

This Agreement is binding upon the Company, and upon the directors, officers, employees and agent of the Company. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated upon thirty (30) days' written notice by either party. However, Company's obligations of confidentiality and restrictions on use of the Information disclosed by DOC shall survive termination of this Agreement.

Company

By:
Name:
Title:
Date:

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

| <u>Page Number</u> | <u>Description</u> | <u>Explanation</u> |
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Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

Official Questions / Answers
Travel Management Support Services
RFP 6100046824

| Question # | Lot Designation | Q&A Title | Question | Answer | Date Response Posted to JAGGAER |
|------------|-----------------|--|--|---|---------------------------------|
| 1 | Lot 1 | Volume of Medical Exams & Personality Screening | What is the anticipated annual volume of Medical Exams and Personality Screenings to be performed in each of the 4 (four) Regions that are outlined in Appendix C1 of the DOC Regional Map? | We anticipate approximately 500 in Region 1; 400 in Region 2; 400 in Region 3 and 200 in Region 4. | 11.05.20 |
| 2 | Lot 1 | Information Technology | What part of our IT application (dashboard) must be “accessible”; just the pages that will be used by The Department of Corrections or all pages, including those used by our personnel? | Please refer to Technical Submittal, 1-5 Tasks, Letter C. Dashboard | 11.10.20 |
| 3 | Lot 1 | Lot 1 Medical Examinations/Cost Savings | Page 1, 1-1 Background, 2 Specific, Attain Potential Cost Savings. What is the current cost of Medical Examinations? What is the current cost of the Medical Examinations including the tests listed as a to i in A. Objectives 1. General on page 1? If a per exam cost is not available what was the total cost for these exams in the last fiscal or calendar year? | At this time the PA Department of Corrections procures the physicals through a capitated medical contract and details costs for exams or total yearly physicals is not available. | 11.10.20 |
| 4 | Lot 2 | Scope | Does the offerer have to provide services to correctional officers in each of the four areas or in just one of the areas identified? | The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | 11.10.20 |
| 5 | Lot 1 | Audio Booth | In Lot 1 Medical Exams for Correction Officers Technical Submittal I, 1 Background, A Objectives, 1. General a. Audiogram (conducted in a sound proof booth) Would the Department permit the use of "Shoebbox" audiometric testing units instead of soundproof booths? Please see the attached specifications and metrics for the Shoebbox testing unit. | The selected Offeror will be required to provide the tests that are outlined in the Lot 1 Medical Examinations Technical Submittal, 1-5. Tasks, Letter F. Medical Examinations, #2. Laboratory Testing. | 11.13.20 |
| | | Audio Booth Reply | If the contractor is able to perform the audiogram with the required specifications with alternative equipment, would this be acceptable? | The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | 12.08.20 |
| 6 | Both | General | Is there a current incumbent provider for these services? If so, please confirm the name of the vendor and where vendors can obtain a copy of their current program services. | The Medical Examinations are currently procured through a capitated medical contract and details are not available. The Objective Personality Screening are currently done in house. | 11.13.20 |
| 7 | Lot 2 | Psych Screening | Would telehealth evaluations be permitted for the psychological screenings? | Please refer to Amendment 4 - revising the Technical Submittal adding Telepsychology. | 12.08.20 |
| 8 | Lot 2 | Objective Personality Screenings | Are the psychologists required to complete a clinical interview or is it up to their discretion? | Please refer to Lot 2 Objective Personality Technical Submittal, 1-5 Tasks, Letter D. Objective Personality Inventory, #3 Determination. | 11.20.20 |
| 9 | Lot 2 | Lot 2, Appendix D2 Cond. Offer of Emp Letter | Is the Conditional Offer of Employment Letter to serve as only a sample of the existing procedures in that candidates will have all testing and exams performed at the Offerors' (Vendor's) office? | Yes, the Conditional Offer of Employment Letter explains the procedures that are in policy. | 12.08.20 |

Official Questions / Answers
Travel Management Support Services
RFP 6100046824

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|----|-------|---|---|---|----------|
| 10 | Lot 1 | Lot 1 Medical Exams Tech Submittal | Lot 1 Med Exams, I-1 Background, A Objectives, 1. General. g. Tuberculosis Blood Test. Is it the Depts. desire to have blood test for Tuberculosis or the two step tuberculosis test that is referred to in the Conditional Offer of Emp. Letter (Lot 2 Objective Personality Screening Appendix 2)? | Department of Corrections (DOC) desire is to have the blood test for Tuberculosis. Please refer to Amendment 4 - with updating language removing the information regarding the two (2) step Tuberculosis test | 12.08.20 |
| 11 | Lot 2 | Objective Personality Screens | If the candidate has a mental illness history and / or recent hospitalization, is there a process to get these records? | No | 11.20.20 |
| 12 | Lot 1 | Drug Screening | Lot 1 Med. Exams, I-1 Background, A Objectives, 1 General, d. Drug Screening. What type of drug screen is being requested? How many panels and what type of confirmation? | Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening. | 12.08.20 |
| 13 | Lot 1 | EKG Pricing | Lot 1 Med. Exams, I-1 Background, 1. General e. Electrocardiogram (EKG) and 1_Cost Submittal Final 09.01.20. Considering EKG's will not be performed on all candidates would the Dept. consider creating a separate line on the Excel spreadsheet for EKG's? This may create a cost savings for the State instead of including the cost of EKG's on line 17 of the spreadsheet. | Please refer to Amendment 4 - revising the Cost Submittal to remove the EKG from the "Cost Breakdown" tab and moved to "Rate Card" tab as a non-evaluated criteria. | 12.08.20 |
| 14 | Lot 1 | Chemistry Profile | What is in the Chemistry Profile? | Please refer to Amendment 4 - revised the Technical Submittal to add the type of Chemistry Profile. | 12.08.20 |
| 15 | Lot 1 | Drug Screen | What kind of Drug Screen will be performed? | Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening. | 12.08.20 |
| 16 | Lot 1 | Preplacement Physical | Will a Preplacement Physical need to be completed in the medical exam? | Private Question. Can you please clarify your question? We are not understanding what is it that you are asking for. Thank you. | 11.30.20 |
| | | | For Lot 1, on page 1 under General is lists the components to the CO medical examination. A preplacement physical exam (medical history, job history, height, weight, BMI, vision, and full medical examination) is not listed. Will this be needed? | No. | 12.08.20 |
| 17 | Lot 1 | Urinalysis | Is the Urinalysis tested in house with the vendors MRO/Lab or sent to your MRO/Lab? | All medical examinations, laboratory testing and testing is the sole responsibility of the selected Offeror. | 12.08.20 |
| 18 | Lot 1 | Visual Acuity | For the Visual Acuity is that a Snellen and Titmus Exam? | Please refer to Amendment 4 - revised the Technical Submittal to add Snellen and Titus Exam as the minimum. | 12.08.20 |
| 19 | Lot 1 | Cancellation Policy | We do not have a Cancellation Policy or way of reporting to the client if a DOC employee does not show up for their appointment. Is that required? | The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | 12.08.20 |

Official Questions / Answers
Travel Management Support Services
RFP 6100046824

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|----|-------|---|---|--|----------|
| 20 | Lot 1 | Invoicing | Is Invoicing that lists the Candidates name, Medical Examination complete date, and Services provided sufficient if it is not in a itemized spreadsheet? | The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | 12.08.20 |
| 21 | Lot 2 | Lot2, Appendix D2 & Tech Sub. PAI | Is it the intent for the PAI's and Personal Histories to be performed by DOC staff at the respective SCI and for the results to be forwarded to the psychologist for review? | Yes. | 12.08.20 |
| 22 | Lot 1 | Vendor Presentation | Is the Vendor Presentation before or after the Submit date of 12/16? | After | 12.08.20 |
| 23 | Both | Volume of Medical Exams & Personality Screening | Do you anticipate 1,500 Medical Exams and 1,500 Personality Screenings statewide per year? Thank you. | Please refer to Amendment 5 - revised Lot 1 - Medical Examinations Cost Submittal to change the "Estimated Number of Medical Examinations" from 1,155 to 1,200. The estimated Lot 2 - Objective Screening is estimated at 892 per year. | 01.05.21 |
| 24 | Both | Timing of Referrals | Do you have specific seasonal needs as it relates to volumes of evaluations? In other words are there times of the year that large recruitments take place or is the pattern of recruitment and referrals generally on going and have consistent volumes on a weekly, monthly and or seasonal basis? | Private Answer. Can you please elaborate on what lot you are asking this question for? | 01.04.21 |
| | | | The question applies to both Lots. Thanks, | No | 01.06.21 |
| 25 | Both | Facility Locations - Lot 1 & 2. I-5 Tasks | "In addition, the Offeror shall provide the location of each medical facility. The Offeror must have two (2) medical facilities, per region (refer to Appendix C1 {& C2}– DOC Regional Map located in the Buyer Attachments) and be within a 75-mile radius of each other." Question: Must the Offeror's two (2) locations in each region be within a 75 mile radius of each other or must they be within a 75 mile radius of the State Correctional Institutions that are located in the region? Thank you. | Lot 1 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Medical Facility - The Medical Facilities must be 75-mile radius of each other. Lot 2 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Facility - The location of the facility must be within a 75-mile radius of each Facility. | 01.15.21 |
| 26 | Both | Business Associate Agreement | Appendix B1 and B2. 3, (c) Reports of Improper Use or Disclosure Would the Dept. consider a notice within "5 days" or "as soon as possible" instead of within two (2) days. | No | 01.19.21 |
| 27 | Lot 1 | Providing Copies of Licenses | Lot 1 Medical Evals. I-4 Requirements - B. Specific. What is the preferred method to "provide copies of all professional licenses"? | Per the Technical Submittal, Section 1-4. Requirements, Letter B. Specific, #1 - Offerors shall provide copies of all aforementioned licenses with their Technical Submittal. If size doesn't permit on Group 1.1.: Lot 1 Medical Examinations Technical Questions, Number 1.1.1 , you will need to upload the licenses as one document under 1.1.2. | 01.27.21 |

EXHIBIT F

CONTRACTOR'S TECHNICAL SUBMITTAL

Event Summary - 6100048835 - PA Dept of Corrections, Pre-Employment Screening- Lot 1 - Medical Examinations, IMA Professionals of PA PC

| | | | |
|--------------------|----------------------|----------------------|----------------|
| Type | Request for Proposal | Number | 6100048835 |
| Stage Title | - | Organization | CommonwealthPA |
| Currency | US Dollar | Exported on | 2/11/2021 |
| Exported by | Sonya Schurtz | Payment Terms | - |
| Sealed Bid | Yes | Intend to Bid | Yes |
| Bid Total | 0.00 USD | | |

Event Dates

| | |
|----------------------------------|--|
| Time Zone | EDT/EST - Eastern Standard Time (US/Eastern) |
| Released | - |
| Open | 10/29/2020 2:00 PM EDT |
| Close | 2/10/2021 4:00 PM EST |
| Sealed Bid | 2/10/2021 4:00 PM |
| Question Submission Close | 1/28/2021 4:00 PM EST |

Event Users

Contacts

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. This RFP is comprised of two (2) lots as described below. Offerors may submit proposals for all Lots or any combination of the individual Lot(s). Offerors must submit a separate and complete proposal (Technical, Small Diverse Business and Veteran Business Enterprise Participation and Cost) for each Lot for which it intends to propose and offer and indicate the respective lot in the proposal. The Commonwealth reserves the right to award the Lots to a single Offeror or to award each Lot individually to distinct Offerors.

Lot 1 - Medical Examinations. The purpose of the medical examinations is to determine whether the candidate is able to perform the essential job functions of a Correction Officer (CO) position.

Lot 2 - Objective Personality Screening. The purpose of the objective personality screening is to determine whether the candidate is psychologically capable of performing the essential job functions, including the exercising of appropriate judgement or restraint in handling a firearm, of a CO position.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Contract** and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. Small Diverse Business and Veteran Business Enterprise Participation.

Lot 1 - Medical Examinations. The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, and Disability-Owned Business Enterprises) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for Lot 1 of this Project are set forth below:

SDB - 5%

VBE - 3%

Further information can be found in RFP Questions Groups 1.3 and 1.4

New SDB and VBE Goal Information Session (Lot 1 - Medical Examinations). The Commonwealth has significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed non-responsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this RFP which we highly recommend you attend. The purpose of this session is to provide an overview of the RFP and SDB and VBE participation submission instructions. Offerors may ask questions in accordance with Section 10, Questions and Answers contained in this Description Session. Offerors may also ask questions during the Session, however responses provided during the session are not official until the question is submitted in writing using the Q&A Board in JAGGAER. Q&A Board questions and written responses shall become part of this RFP.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session - Skype, Friday, November 6, 2020 at 12:30pm. Offerors will be afforded the Skype link when they are RSVP to the Information Session

An RSVP to the SDB and VBE Information Session is due via email to Sonya Schurtz at sschurtz@pa.gov by Thursday, November 5, 2020 at 4pm.

7. Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) Participation.

Lot 2 - Objective Personality Screening. The Issuing Office and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has not set Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals for this procurement. This procurement is either under the \$250,000 threshold for setting SDB and VBE Participation goals, or the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this procurement are de minimis. In addition, there will be no points allocated toward SDB/SB participation for this Lot.

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject and proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions along with any additional Mandatory Responsiveness requirements as set forth in the Mandatory Responsive Requirements section, which are the only RFP requirements that the Commonwealth will consider to be not waivable. Clicking the submit button within this site constitutes an electronic signature. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the

Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format: To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of four submittal components: Technical, Cost, SDB Participation Submittal (along with the SDB Utilization Schedule, Good Faith Efforts Wavier request, or both) and VBE Participation Submittal (along with the VBE Utilization Schedule, Good Faith Efforts Waiver request, or both). Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Non-Disclosure Agreement. Offerors are required to submit a completed and signed Non-Disclosure Agreement, before access to appendices marked "Restricted" will be granted. The Issuing Office will accept the signed Non-Disclosure Agreement electronically via email to sschurtz@pa.gov with the subject line "RFP 6100048835 Non-Disclosure Agreement".

16. Mandatory Responsive Requirements. To be eligible for selection, the proposal must be:

- (1) Be timely received from and timely submitted by an Offeror (see Proposal Submission section);
- (2) Be electronically signed by the Offeror (see Proposal Submission section);
- (3) Contain a completed SDB participation submittal and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; **and**
- (4) Contain a completed VBE participation submittal and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.

17. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

18. Oral Presentation.

A. Lot 1 - Medical Examinations. Offerors are required to present a live demonstration of the proposed Dashboard Reporting Tool in Harrisburg, PA or via Skype. Offerors will be provided up to an hour and a half (1.5) hours for the live demonstration. The Issuing Office will schedule the demonstrations.

B. Lot 2 - Objective Personality Screening. No Oral Presentation will be conducted.

19. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

20. Prime Contractor Responsibilities. The selected Offeror must perform **at least 50% of the total contract value**. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services

offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

21. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

22. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

23. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

24. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

25. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

26. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

27. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

29. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

30. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, and Oral Presentation. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

31. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

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

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

32. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.**9. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

| | | |
|--|---|--|
| RFP Amendment Changes REV 02.02.21 | #-RFP Amendmnt Changes REV 02.02.21.docx | ../Attachments/#-RFP Amendment Changes REV 02.02.21.docx |
| Terms and Conditions | 0_Terms and Conditions 09.01.20.pdf | ../Attachments/0_Terms and Conditions 09.01.20.pdf |
| Lot 1 Medical Examinations - Technical Submittal | 01_Technical Submittal Medical Examinations FINAL REV 11.20.20.docx | ../Attachments/01_Technical Submittal Medical Examinations FINAL REV 11.20.20.docx |
| Lot 1 Medical Examinations - Appendix A1 Corrections Officer Trainee Position Description | 1_Appendix A1 Corrections Officer Trainee Position Description 09.01.20.pdf | ../Attachments/1_Appendix A1 Corrections Officer Trainee Position Description 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix B1 Business Associate Agreement | 1_Appendix B1 DOC Business Associates Agreement 09.01.20.pdf | ../Attachments/1_Appendix B1 DOC Business Associates Agreement 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix C1 DOC Regional Map | 1_Appendix C1 DOC Regional Map 09.01.20.pdf | ../Attachments/1_Appendix C1 DOC Regional Map 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix D1 Corrections Officer Trainee Medical Standards - Restricted | 1_Appendix D1 Corrections Officer Trainee Medical Standards_Restricted 09.01.20.pdf | ../Attachments/1_Appendix D1 Corrections Officer Trainee Medical Standards_Restricted 09.01.20.pdf |
| Lot 1 Medical Examinations - Appendix D1 NonDisclosure Agreement | 1_Appendix D1 NonDisclosureStatement REV 11.02.20.docx | ../Attachments/1_Appendix D1 NonDisclosureStatement REV 11.02.20.docx |
| Lot 2 Objective Personality Screening - Technical Submittal | 002_Lot 2 Technical Submittal_FINAL REV 11.20.20.docx | ../Attachments/002_Lot 2 Technical Submittal_FINAL REV 11.20.20.docx |
| Lot 2 Objective Personality Screening - Appendix A2 Corrections Officer Trainee Position Description | 2_Appendix A2 Corrections Officer Trainee Position Description 09.02.20.pdf | ../Attachments/2_Appendix A2 Corrections Officer Trainee Position Description 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix B2 DOC Business Associate Agreement | 2_Appendix B2 DOC Business Associate Agreement 09.02.20.pdf | ../Attachments/2_Appendix B2 DOC Business Associate Agreement 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix C2 Regional Map | 2_Appendix C2 Regional Map 09.02.20.pdf | ../Attachments/2_Appendix C2 Regional Map 09.02.20.pdf |
| Lot 2 Objective Personality Screening - Appendix D2 Conditional Offeror of Employment Letter | 2_Appendix D2 Conditional Offeror of Employment Letter REV 11.17.20.pdf | ../Attachments/2_Appendix D2 Conditional Offeror of Employment Letter REV 11.17.20.pdf |
| Informational Session Sign In Sheet | 0-InfoSession Sign In Sheet 11.06.20.docx | ../Attachments/0-InfoSession Sign In Sheet 11.06.20.docx |
| DGS PowerPoint Presentation | 0-InfoSession_DGS Presentation 11.06.20.pptx | ../Attachments/0-InfoSession_DGS Presentation 11.06.20.pptx |
| Goal Setting PowerPoint Presentation | 0-InfoSession_BDISBO Presentation 11.06.20.pdf | ../Attachments/0-InfoSession_BDISBO Presentation 11.06.20.pdf |

Questions

RFP Questions

Group 1.1: Lot 1 Medical Examinations Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
PA 01_Technical+Submittal+Medical+Examinations.docx -
./SupplierAttachments/QuestionAttachments/PA 01_Technical+Submittal+Medical+Examinations.docx
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
revised 2.8 LOT 1 attachments ZIPPED for upload A-E.zip -
./SupplierAttachments/QuestionAttachments/revised 2.8 LOT 1 attachments ZIPPED for upload A-E.zip
- 1.1.3 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)
ITP-ACC001- would only be applicable in the event any of the DOC staff are vision or hearing impaired.

Group 1.2: Lot 2 Objective Personality Screening Technical Questions

- 1.2.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
PA 002_Lot+2_Technical+Submittal_FINAL+REV+11.20.20 (11) revised 3 2 2021 (002) atts I (003).docx - ./SupplierAttachments/QuestionAttachments/PA 002_Lot+2_Technical+Submittal_FINAL+REV+11.20.20 (11) revised 3 2 2021 (002) atts I (003).docx
- 1.2.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
LOT 2 psych ZIPPED attachments A-F.zip - ./SupplierAttachments/QuestionAttachments/LOT 2 psych ZIPPED attachments A-F.zip

Group 1.3: Lot 1 Medical Examinations Small Diverse Business and Small Business Participation

- 1.3.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★
Yes/No
Yes
SDB Participation Information -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-Comprehen
- 1.3.2 Lot 1 - Please download, complete, and upload the attached Small Diverse Business Submittal Packet (SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet. ★
File Upload
LOT 1 SDB-5 Packet FINAL signed.pdf - ./SupplierAttachments/QuestionAttachments/LOT 1 SDB-5 Packet FINAL signed.pdf
SDB Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/SDB Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf

- 1.3.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★
File Upload
SDB Oak Transcription model agreement to be signed upon award.pdf -
../SupplierAttachments/QuestionAttachments/SDB Oak Transcription model agreement to be signed upon award.pdf
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx
- 1.3.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★
Yes/No
Yes

Group 1.4: Lot 1 Medical Examinations - Veteran Business Enterprise Participation

- 1.4.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★
Yes/No
Yes
VBE Participation Information -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information+Comprehensive 7.1.2020.docx
- 1.4.2 Lot 1 - Please download, complete, and upload the attached Veteran Business Enterprise Submittal Packet (VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5). All fields must be completed prior to submittal in accordance with the instructions contained in the packet. ★
File Upload
VBE Package signed forms.pdf - ../SupplierAttachments/QuestionAttachments/VBE Package signed forms.pdf
VBE Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/VBE Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf
- 1.4.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★
File Upload
VBE JHS Medical Model Agreement to be signed upon award.pdf -
../SupplierAttachments/QuestionAttachments/VBE JHS Medical Model Agreement to be signed upon award.pdf
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx
- 1.4.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★
Yes/No
Yes

Group 1.5: Lot 1 Medical Examination Cost

- 1.5.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★👁
File Upload
Copy of 1_Lot 1_Cost Submittal FINAL REV 02.02.21 (2) IMA.xlsx -
../SupplierAttachments/QuestionAttachments/Copy of 1_Lot 1_Cost Submittal FINAL REV 02.02.21 (2) IMA.xlsx
Lot 1 Cost Submittal REV 02.02.21 - ../Attachments/QuestionAttachments/1_Lot 1_Cost Submittal FINAL REV 02.02.21.xlsx

Group 1.6: Lot 2 Objective Personality Screening Cost

- 1.6.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★👁
File Upload

02_Lot+2_Cost+Submittal+FINAL+09.02.20 (7) IMA.xlsx -
./SupplierAttachments/QuestionAttachments/02_Lot+2_Cost+Submittal+FINAL+09.02.20 (7) IMA.xlsx

LOT 2 Cost Submittal - ../Attachments/QuestionAttachments/02_Lot 2_Cost Submittal FINAL

Additional Required Documentation

Group 2.1: Lot 1 Medical Examinations Standard Forms

- 2.1.1** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
LOT 1 Signed Iran form.pdf - ./SupplierAttachments/QuestionAttachments/LOT 1 Signed Iran form.pdf
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.2** Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
LOT 1 Signed Domestic Work Force Utilization.pdf - ./SupplierAttachments/QuestionAttachments/LOT 1 Signed Domestic Work Force Utilization.pdf
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
LOT 1 Signed Trade Secret no redaction.pdf - ./SupplierAttachments/QuestionAttachments/LOT 1 Signed Trade Secret no redaction.pdf
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
No response.

Group 2.2: Lot 2 Objective Personality Screening Standard Forms

- 2.2.1** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
LOT 2 psych Signed Iran form.pdf - ./SupplierAttachments/QuestionAttachments/LOT 2 psych Signed Iran form.pdf
Iran Free Procurement Certification - ../Attachments/QuestionAttachments/Iran Free Procurement
- 2.2.2** Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
LOT 2 psych signed Offeror's Rep Auth.pdf - ./SupplierAttachments/QuestionAttachments/LOT 2 psych signed Offeror's Rep Auth.pdf
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic+Workforce+Utilization+Certification+Form (1).doc
- 2.2.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
LOT 2 psych Signed Trade Secret no redaction.pdf - ./SupplierAttachments/QuestionAttachments/LOT 2 psych Signed Trade Secret no redaction.pdf
rade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice.pdf

2.2.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

No response.

Group 2.3: Terms and Conditions

2.3.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Yes

Group 2.4: Offeror's Representation

2.4.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Yes

Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.4.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Yes

Q&A Board

Subject = Timing of Referrals

Private Thread

Q: Do you have specific seasonal needs as it relates to volumes of evaluations? In other words are there times of the year that large recruitments take place or is the pattern of recruitment and referrals generally on going and have consistent volumes on a weekly, monthly and or seasonal basis?

Question added by: [REDACTED]

12/31/2020 10:17 AM EST

A: Can you please elaborate on what lot you are asking this question for?

Answered by: Sonya Schurtz

1/4/2021 2:55 PM EST

Q: The question applies to both Lots. Thanks,

Question added by: [REDACTED]

1/4/2021 3:25 PM EST

A: No

Answered by: Sonya Schurtz

1/6/2021 3:16 PM EST

Subject = Providing Copies of Licenses

Public Thread

Q: Lot 1 Medical Evals. I-4 Requirements - B. Specific. What is the preferred method to "provide copies of all professional licenses"?

Question added by: [REDACTED]

1/24/2021 3:21 PM EST

A: Per the Technical Submittal, Section 1-4. Requirements, Letter B. Specific, #1 - Offerors shall provide copies of all aforementioned licenses with their Technical Submittal. If size doesn't permit on Group 1.1.: Lot 1 Medical Examinations Technical Questions, Number 1.1.1 , you will need to upload the licenses as one document under 1.1.2.

Answered by: Sonya Schurtz

1/27/2021 1:34 PM EST

Subject = Business Associate Agreements

Public Thread

Q: Appendix B1 and B2. 3, (c) Reports of Improper Use or Disclosure Would the Dept. consider a notice within "5 days" or "as soon as possible" instead of within two (2) days.

Question added by: [REDACTED]

1/15/2021 5:23 PM EST

A: No

Answered by: Sonya Schurtz

1/19/2021 2:28 PM EST

Subject = Facility Locations - Lot 1 & 2. I-5 Tasks

Public Thread

Q: "In addition, the Offeror shall provide the location of each medical facility. The Offeror must have two (2) medical facilities, per region (refer to Appendix C1 {& C2}- DOC Regional Map located in the Buyer Attachments) and be within a 75-mile radius of each other." Question: Must the Offeror's two (2) locations in each region be within a 75 mile radius of each other or must they be within a 75 mile radius of the State Correctional Institutions that are located in the region? Thank you.

Question added by: [REDACTED]

1/10/2021 2:11 PM EST

A: Lot 1 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Medical Facility - The Medical Facilities must be 75-mile radius of each other. Lot 2 - Per the Technical Submittal, Section 1-5 Tasks, Letter B. Facility - The location of the facility must be within a 75-mile radius of each facility.

Answered by: Sonya Schurtz

1/15/2021 3:36 PM EST

Subject = Volume of Medical Exams & Personality Screening

Public Thread

Q: Do you anticipate 1,500 Medical Exams and 1,500 Personality Screenings statewide per year? Thank you.

Question added by: [REDACTED]

12/23/2020 11:20 AM EST

A: Please refer to Amendment 5 - revised Lot 1 - Medical Examinations Cost Submittal to change the "Estimated Number of Medical Examinations" from 1,155 to 1,200. The estimated Lot 2 - Objective Screening is estimated at 892 per year.

Answered by: Sonya Schurtz

1/5/2021 9:21 AM EST

Subject = Lot2, Appendix D2 & Tech Sub. PAI

Public Thread

Q: Is it the intent for the PAI's and Personal Histories to be performed by DOC staff at the respective SCI and for the results to be forwarded to the psychologist for review?

Question added by: [REDACTED]

12/7/2020 10:43 AM EST

| | | |
|---|-------------------------------|-------------------------|
| A: Yes | Answered by: Sonya Schurtz | 12/8/2020 2:26 PM EST |
| Subject = Vendor Presentation | | Public Thread |
| Q: Is the Vendor Presentation before or after the Submit date of 12/16? | Question added by: [REDACTED] | 11/24/2020 10:56 AM EST |
| A: After | Answered by: Sonya Schurtz | 12/8/2020 2:25 PM EST |
| Subject = Invoicing | | Public Thread |
| Q: Is Invoicing that lists the Candidates name, Medical Examination complete date, and Services provided sufficient if it is not in a itemized spreadsheet? | Question added by: [REDACTED] | 11/24/2020 10:54 AM EST |
| A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | Answered by: Sonya Schurtz | 12/8/2020 2:24 PM EST |
| Subject = Cancellation Policy | | Public Thread |
| Q: We do not have a Cancellation Policy or way of reporting to the client if a DOC employee does not show up for their appointment. Is that required? | Question added by: [REDACTED] | 11/24/2020 10:51 AM EST |
| A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Visual Acuity | | Public Thread |
| Q: For the Visual Acuity is that a Snellen and Titmus Exam? | Question added by: [REDACTED] | 11/24/2020 10:48 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add Snellen and Titus Exam as the minimum. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Urinalysis | | Public Thread |
| Q: Is the Urinalysis tested in house with the vendors MRO/Lab or sent to your MRO/Lab? | Question added by: [REDACTED] | 11/24/2020 10:47 AM EST |
| A: All medical examinations, laboratory testing and testing is the sole responsibility of the selected Offeror. | Answered by: Sonya Schurtz | 12/8/2020 2:23 PM EST |
| Subject = Preplacement Physical | | Public Thread |
| Q: Will a Preplacement Physical need to be completed in the medical exam? | Question added by: [REDACTED] | 11/24/2020 10:45 AM EST |
| A: Can you please clarify your question? We are not understanding what is it that you are asking for. Thank you. | Answered by: Sonya Schurtz | 11/30/2020 12:04 PM EST |
| Q: For Lot 1, on page 1 under General is lists the components to the CO medical examination. A preplacement physical exam (medical history, job history, height, weight, BMI, vision, and full medical examination) is not listed. Will this be needed? | Question added by: [REDACTED] | 12/2/2020 1:54 PM EST |
| A: No | Answered by: Sonya Schurtz | 12/8/2020 2:26 PM EST |
| Subject = Drug Screen | | Public Thread |
| Q: What kind of Drug Screen will be performed? | Question added by: [REDACTED] | 11/24/2020 10:43 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening. | Answered by: Sonya Schurtz | 12/8/2020 1:11 PM EST |
| Subject = Chemistry Profile | | Public Thread |
| Q: What is in the Chemistry Profile? | Question added by: [REDACTED] | 11/24/2020 10:42 AM EST |
| A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of Chemistry Profile. | Answered by: Sonya Schurtz | 12/8/2020 1:07 PM EST |
| Subject = EKG Pricing | | Public Thread |

Q: Lot 1 Med. Exams, I-1 Background, 1. General e. Electrocardiogram (EKG) and 1. Cost Submittal Final 09.01.20. Considering EKG's will not be performed on all candidates would the Dept. consider creating a separate line on the Excel spreadsheet for EKG's? This may create a cost savings for the State instead of including the cost of EKG's on line 17 of the spreadsheet.

Question added by: [REDACTED]

11/15/2020 4:21 PM EST

A: Please refer to Amendment 4 - revising the Cost Submittal to remove the EKG from the "Cost Breakdown" tab and moved to "Rate Card" tab as a non-evaluated criteria.

Answered by: Sonya Schurtz

12/8/2020 12:44 PM EST

Subject = Drug Screening

Public Thread

Q: Lot 1 Med. Exams, I-1 Background, A Objectives, 1 General, d. Drug Screening. What type of drug screen is being requested? How many panels and what type of confirmation?

Question added by: [REDACTED]

11/15/2020 4:05 PM EST

A: Please refer to Amendment 4 - revised the Technical Submittal to add the type of drug screening.

Answered by: Sonya Schurtz

12/8/2020 12:45 PM EST

Subject = Objective Personality Screens

Public Thread

Q: If the candidate has a mental illness history and / or recent hospitalization, is there a process to get these records?

Question added by: [REDACTED]

11/15/2020 3:55 PM EST

A: No

Answered by: Sonya Schurtz

11/20/2020 3:52 PM EST

Subject = Lot 1 Medical Exams Tech Submittal

Public Thread

Q: Lot 1 Med Exams, I-1 Background, A Objectives, 1. General. g. Tuberculosis Blood Test. Is it the Depts. desire to have blood test for Tuberculosis or the two step tuberculosis test that is referred to in the Conditional Offer of Emp. Letter (Lot 2 Objective Personality Screening Appendix 2)?

Question added by: [REDACTED]

11/15/2020 3:52 PM EST

A: Department of Corrections (DOC) desire is to have the blood test for Tuberculosis. Please refer to Amendment 4 - with updating language removing the information regarding the two (2) step Tuberculosis test.

Answered by: Sonya Schurtz

12/8/2020 12:45 PM EST

Subject = Objective Personality Screenings

Public Thread

Q: Are the psychologists required to complete a clinical interview or is it up to their discretion?

Question added by: [REDACTED]

11/15/2020 3:22 PM EST

A: Please refer to Lot 2 Objective Personality Technical Submittal, 1-5 Tasks, Letter D. Objective Personality Inventory, #3 Determination.

Answered by: Sonya Schurtz

11/20/2020 3:52 PM EST

Subject = Psych Screenings

Public Thread

Q: Would telehealth evaluations be permitted for the psychological screenings?

Question added by: [REDACTED]

11/15/2020 3:02 PM EST

A: Please refer to Amendment 4 - revising the Technical Submittal adding Telepsychology.

Answered by: Sonya Schurtz

12/8/2020 12:46 PM EST

Subject = General

Public Thread

Q: Is there a current incumbent provider for these services? If so, please confirm the name of the vendor and where vendors can obtain a copy of their current program services.

Question added by: [REDACTED]

11/11/2020 2:34 PM EST

A: The Medical Examinations are currently procured through a capitated medical contract and details are not available. The Objective Personality Screening are currently done in house.

Answered by: Sonya Schurtz

11/13/2020 3:43 PM EST

Subject = Audio Booth

Public Thread

Q: In Lot 1 Medical Exams for Correction Officers Technical Submittal I, 1 Background, A Objectives, 1. General a. Audiogram (conducted in a sound proof booth) Would the Department permit the use of "Shoebox" audiometric testing units instead of soundproof booths? Please see the attached specifications and metrics for the Shoebox testing unit.

Question added by: [REDACTED] 11/10/2020 1:52 PM EST

A: The selected Offeror will be required to provide the tests that are outlined in the Lot 1 Medical Examinations Technical Submittal, 1-5. Tasks, Letter F. Medical Examinations, #2. Laboratory Testing.

Answered by: Sonya Schurtz 11/13/2020 3:43 PM EST

Q: If the contractor is able to perform the audiogram with the required specifications with alternative equipment, would this be acceptable?

Question added by: [REDACTED] 11/16/2020 4:17 PM EST

A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal.

Answered by: Sonya Schurtz 12/8/2020 12:44 PM EST

Subject = Scope

Public Thread

Q: Does the offerer have to provide services to correctional officers in each of the four areas or in just one of the areas identified?

Question added by: [REDACTED] 11/6/2020 4:18 PM EST

A: The selected Offeror will be required to provide all services outlined in the RFP Technical Submittal.

Answered by: Sonya Schurtz 11/10/2020 3:48 PM EST

Subject = Lot 1 Medical Examinations / Cost Savings

Public Thread

Q: Page 1, 1-1 Background, 2 Specific, Attain Potential Cost Savings. What is the current cost of Medical Examinations? What is the current cost of the Medical Examinations including the tests listed as a to i in A. Objectives 1. General on page 1? If a per exam cost is not available what was the total cost for these exams in the last fiscal or calendar year?

Question added by: [REDACTED] 11/6/2020 9:17 AM EST

A: At this time the PA Department of Corrections procures the physicals through a capitated medical contract and details costs for exams or total yearly physicals is not available.

Answered by: Sonya Schurtz 11/10/2020 3:47 PM EST

Subject = Information Technology

Public Thread

Q: What part of our IT application (dashboard) must be "accessible"; just the pages that will be used by The Department of Corrections or all pages, including those used by our personnel?

Question added by: [REDACTED] 11/5/2020 4:03 PM EST

A: Please refer to Technical Submittal, 1-5 Tasks, Letter C. Dashboard.

Answered by: Sonya Schurtz 11/10/2020 3:47 PM EST

Subject = Volume of Medical Exams & Personality Screening

Public Thread

Q: What is the anticipated annual volume of Medical Exams and Personality Screenings to be performed in each of the 4 (four) Regions that are outlined in Appendix C1 of the DOC Regional Map?

Question added by: [REDACTED] 11/3/2020 10:53 AM EST

A: We anticipate approximately 500 in Region 1; 400 in Region 2; 400 in Region 3 and 200 in Region 4.

Answered by: Sonya Schurtz 11/5/2020 11:47 AM EST

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

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I-1. Background. The purpose of the medical examinations is to determine whether the candidate is able to perform the essential job functions of a Correction Officer (CO) position (refer to **Appendix A1 – Corrections Officer Trainee Position Description** located in the **Buyer Attachments**). The Pennsylvania (PA) Department of Corrections (DOC) conducted approximately 3,466 medical examinations over three (3) years (2016-2019).

A. Objectives.

- 1. General.** The Selected Offeror will be the primary provider of a standardized medical examination for all Corrections Officers (CO) based on the tasks outlined in the [PA DOC 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement of Civil Service Positions](#). In delivering services, the Offeror shall provide a comprehensive pre-employment medical examination including, but not limited to, the following:
 - a. Audiogram (conducted in a sound proof booth);
 - b. CBC with Differential;
 - c. Chemistry Profile;
 - d. Drug Screening (split sample screening. It shall be a five (5) panel with positive/negative results);
 - e. Electrocardiogram (for all candidates over age 40 or if a medical condition warrants prior to age 40);
 - f. Hepatitis C antibody;
 - g. Tuberculosis Blood Test;
 - h. Urinalysis; and
 - i. Visual Acuity (including color and peripheral testing).
- 2. Specific.** The overall goals of the contract resulting from this RFP are to:
 - a. Provide medical services for Pre-Employment medical requirements for all Corrections Officers;

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- b. Provide streamlined and consistent medical examinations;
- c. Obtain one provider to provide services throughout the four designated regions;
- d. Establish a contract for these services; and
- e. Attain potential Cost Savings.

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I-2. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

IMA Professional Services of PA, PC is prepared and has the experienced staff to provide all the medical evaluations, laboratory and ancillary testing annually for 1,200 or more Corrections Officers. Our statewide locations are within 75 miles of the 29 State Correctional Institutions, Central Office (HQ) and Training Academy. IMA's locations are also within 75 miles of each other. On a daily basis, our experienced schedulers utilize our robust web-based HIPAA-compliant scheduling and reporting system to provide thousands of cost-effective, streamlined transactions with on-line reporting. This application can easily exceed the demands of the Department of Corrections evaluation needs.

I-3. Qualifications.

A. Prior Experience. Offeror shall have and describe in their Technical Response, at a minimum, five (5) years of experience in administering pre-employment Correctional Officer medical examinations similar in size and scope to the services depicted in this Request for Proposal (RFP).

Additionally, Offeror shall provide three (3) detailed examples of projects that your company has performed that are similar to the nature and scope of the services stated in this RFP.

Each example shall include but not limited, to the following:

1. Project Name;
2. Scope and Size of Project;
3. Contract Value;
4. Project Start and End Dates;
5. Company Name;
6. Contact Person;
7. Contact Phone Number; and
8. Contact Email Address.

The IMA group has several entities and IMA Professional Services of PA, PC is part of the group. For the purposes of this proposal, our submission will be under the entity IMA Professional Services of PA, PC. IMA has fourteen (14) locations in the Commonwealth of

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Pennsylvania. The IMA Group has been performing pre-employment medical examinations since 1990 for various governmental agencies.

Examples of projects of similar nature and scope:

A. IMA has been providing medical and psychological pre-employment evaluation services to the New York City Department of Transportation (NYC DOT) since 2010. We have subsequently been awarded three five-year contracts to continue to provide services. The NYC DOT hires large groups of seasonal employees for which IMA must conduct pre-employment examinations in a short period of time. In addition, we provide psychological pre-employment examinations for their Public Safety Officers.

- 1 New York City – Department of Transportation***
- 2 Pre-Employment and Fit-for-Duty Evaluations – Safety Staff***
- 3 \$125,000 – 07/2018 – 06/20***
- 4 2010 to date***
- 5 New York City – Department of Transportation***
- 6 Michael Ryan***
- 7 518-473-9920***
- 8 michael.ryan@cs.ny.gov***

B. IMA has been providing medical evaluations of Judges and Court Staff to the Unified Court System in NYS since 2013.

- 1 Unified Court System - New York State***
- 2 Pre-Employment and Fit-for-Duty Evaluations – Judges and Court Staff and NYS Civil Service Employees***
- 3 \$1.8m 7/18-12/20***
- 4 2013 to date***
- 5 Employee Health Services – New York State***
- 6 Samuel Younger, Deputy Director, Division of Administrative Services***
- 7 212-428-2819***
- 8 syounge@courts.stat.ny.us***

C. In September 2013, IMA was awarded a ten-year contract from the Bureau of Disability Determinations in the Commonwealth of Pennsylvania to conduct Social Security disability examinations estimated at 140,000 annually. IMA provides medical and psychological evaluations to assess disability.

- 1 Commonwealth of Pennsylvania Bureau of Disability Determinations***
- 2 Consultative Examinations***
- 3 \$10m+ 8/19-12/20***

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4 2013 to date
5 Bureau of Disability Determination – Commonwealth of Pennsylvania
6 Contact: Pete Mecke
7 (717) 425-7934
8 8 peter.mecke@ssa.gov

- B. Contract Cancellations.** Offeror shall describe and identify any contract cancellations or those that were not renewed within the last five (5) years preceding the issuance of this RFP. Provide details on the customer’s allegations for cancelling or not renewing the contract and the Offeror’s position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

IMA Professional Services of PA, PC nor any other affiliates of The IMA Group have had any contract cancellations or contracts that were not renewed within the last five (5) years preceding this issuance of this RFP.

The New York State Insurance Fund (NYSIF) initially did not renew their contract for the performance of Independent Medical Evaluations for Workers’ Compensation cases in 2018, however, when the selected providers that proposed lower fees were not able to provide the services promised, NYSIF elected to renew our contract in 2020.

- C. Personnel.** Describe in narrative form the number of executives, regional, and Pennsylvania-licensed health care professional person who will be engaged in the work. Indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee’s name, and through a resume or similar document, the Project personnel’s education and experience in providing medical examinations evaluations to individuals applying for employment. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Key Personnel are defined below:

3. **Account Manager.** The selected Offeror shall have an Account Manager to serve as a main point of contact throughout the initial term of the contract and any subsequent renewals. The responsibilities of the Account Manager shall be, but not limited to, the following:
 - a. Available Monday through Friday during standard business hours (8am - 5pm EST);
 - b. Provide for the successful and seamless implementation and ongoing coordination of efforts throughout the contract and any subsequent renewals;

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- c. Oversee the entire operational team;
- d. Provide high-quality services,
- e. Resolve problems; and
- f. Address and optimize recommended qualitative opportunities for DOC.

Offeror shall identify the Account Manager including contact information and confirm their understanding, in narrative form, relating to contract management.

IMA Professional Services of PA, PC staffing shall include but not limited to:

David Pulver, MD. Since founding IMA in 1990, Dr. Pulver has overseen the growth of the company from a single office in White Plains, NY to a national network across the county, 14 offices are located in the Commonwealth of Pennsylvania. As CEO, he is responsible for all areas of the operation and is available as needed in all IMA locations. Dr. Pulver is physically located in Miami, FL. Dr. Pulver is certified by the American Board of Internal Medicine and the American Board of Addiction Medicine. He is licensed to practice medicine in the Commonwealth of Pennsylvania. Dr. Pulver will direct Justine Magurno, MD, IMA's Director of Medical Operations concerning the medical aspects of this contract.

Mark Weinberger, Ph.D., Chief Operating Officer. Dr. Weinberger heads the company's day-to-day operations and joined the Company in 2011. He is available to assist in all IMA locations and is physically located in White Plains, NY. Dr. Weinberger is licensed to practice in the Commonwealth of Pennsylvania. Dr. Weinberger will be responsible for the overall performance of this contract.

Justine Magurno, M.D., Director of Medical Operations. Dr. Magurno is Board Certified in Family Medicine.

As Team Leader for medical operations, she can be physically located in any IMA facility, predominantly on the East Coast or where ever the need for her expertise is required. Dr. Magurno will be responsible for the review of training materials, SOP's: interface between physicians and staff, radiation safety officer, new physician training, and complaint resolutions related to this contract. She is licensed to practice medicine in the Commonwealth of Pennsylvania and is physically located in Pennsylvania.

Barbara Young, Vice-President of Business Development. As a former, Medical Relations Coordinator of the New York State Division of Disability Determinations she served as a Medical Relations Officer, Contract Manager, and Coordinator of Medical relations activities on a statewide basis. This experience and Barbara's stellar track record of identifying client's needs and coordinating IMA's operation's team has resulted in numerous successful statewide and large local service startups. Based in Albany, NY she maintains communication with clients in person, via email and telephonically. She attended SUNY Albany, graduating with a bachelor's degree in psychology and a graduate degree in public administration. Barbara will act as the Contact Manager for the DOC.

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Tim Weaver, Vice President, Government Services. Tim earned a bachelor's degree from Eastern Michigan University and an MBA from Thunderbird School of Global Management. He oversees the operation of IMA's 80+ medical offices since 2019 and is physically located in New Jersey. He is closely involved in the staffing and operational aspects of our facilities in Pennsylvania. Tim has been instrumental in the financial development of this proposal and will continue to play a pivotal role in the ongoing delivery of services from the infrastructural and staffing aspects.

IMA's Account Manager will be Chelsea Franey. Chelsea is the Operations Manager of our facilities in the Commonwealth of Pennsylvania. As a team leader, she has expertise in operational management and professional development. She has an Associate Degree in Science from Mount Aloysius College in Cresson, PA, and is a Radiology Technologist certified by the American Registry of Radiologic Technologists. She joined IMA in 2013.

She is physically located in Mechanicsburg and is available Monday through Friday during standard business hours (8am-5pm EST). She currently and will continue to provide for the successful and seamless implementation and ongoing coordination of efforts throughout the contract and any subsequent renewals. Chelsea will continue to oversee the entire operational team and provide high-quality services. She is a skilled problem solver and has the support of her entire staff. Continuous improvement assures we will address and optimize recommended qualitative opportunities of the Department of Corrections.

4. **Chief Medical Officer (CMO).** The selected Offeror shall have a CMO on staff at each facility. CMO shall be the responsible party for the oversight of all medical examinations. Additionally, the CMO shall be responsible for all resulting data and records from those medical examinations. Medical Examinations shall be maintained and forwarded to the DOC Human Relations Administrator.

In addition to the CMO, each facility shall have, at minimum, the following personnel:

- a. **Physician(s).** The selected Offeror shall designate two (2) or more Physician(s) to administer medical examinations, evaluate lab work, and supervise Physician Assistant(s);
- b. **Physician Assistant(s).** The selected Offeror shall designate one (1) or more Physician Assistants to assist the Physician(s) in administering medical examinations and evaluating lab work; and
- c. **Registered Nurse Practitioner.** The selected Offeror shall designate, at least one (1) or more Registered Nurse Practitioner(s) to assist the Physician(s) and Physician Assistant(s) with administering medical examinations and evaluating lab work.

Offeror shall identify the CMO including contact information and confirm their understanding, in narrative form, relating to their responsibilities and staffing requirements.

The following Doctors will be the Chief Medical Officers in the associated IMA offices.

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They understand they are responsible for the oversight of all medical examinations. Additionally, they shall be responsible for all resulting data and records from those medical examinations. Medical Examinations shall be maintained and forwarded to the DOC Human Relations Administrator.

Region # 1

***Erie – Ziba Rahjoi-Monfared, MD
Crawford- Justine Magurno, MD
New Castle- Anthony Elisco, DO
Clarion- Alexandra Smith-Demain, MD
Pittsburgh- James Goodyear, MD***

Region # 2

***St. Mary's – Alexandra Smith-Demain, MD
State College- David Klebanoff, MD
Altoona- Randall-David Miller, MD
Mechanicsburg- Ahmed Kneifati, MD
South Williamsport- Melita Konecke, MD***

Region # 3

***Forty Fort- Marielle Stone, MD
Allentown- Patrick Frisella, DO***

Region # 4

***Philadelphia- David Dzurinko, MD
Montgomery- Julianne Hughes, MD***

a.

IMA physicians that will administer medical examinations, evaluate lab work, and supervise Physician Assistant(s) are listed below. Our providers are accustomed to traveling from facility to facility and have done so for years. Based on the expected regional volumes, sufficient provider coverage will be provided and additional coverage will be arranged should volumes increase.

Region # 1

***Erie – James Goodyear, MD
Melita Konecke, MD
Justine Magurno, MD
Alexandra Smith-Demain, MD***

***Crawford- Ziba Rahjoi-Monfared, MD
Alexandra Smith-Demain. MD***

New Castle- Justine Magurno, MD

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Alexandra Smith-Demain, MD

Clarion- James Goodyear, MD

Justin Magurno, MD

Pittsburgh- Anthony Elisco, DO

David Klebanoff, MD

Justine Magurno, MD

Ziba Rahjoi-Monfared, MD

Alexandra Smith-Demain, MD

Region # 2

St. Mary's – James Goodyear, MD

Justine Magurno, MD

State College- Justine Magurno, MD

Ahmed Kneifati, MD

Altoona- James Goodyear, MD

David Klebanoff, MD

Melita Konecke, MD

Justine Magurno, MD

Ziba Rahjoi-Monfared, MD

Alexandra Smith-Demain, MD

Mechanicsburg- David Klebanoff, MD

Justine Magurno, MD

Ziba Rahjoi-Monfared, MD

Marielle Stone, MD

South Williamsport- James Goodyear, MD

Justine Magurno, MD

Ziba Rahjoi-Monfared, MD

Region # 3

Forty Fort- David Klebanoff, MD

Melita Konecke, MD

Ziba Rahjoi-Monfared, MD

Allentown- Justine Magurno, MD

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Randall David Miller, MD
Ziba Rahjoi-Monfared, MD
Marielle Stone, MD
Anne Vigderman-Greenberg, MD

Region # 4

Philadelphia- Anthony Elisco, DO
Patrick Frisella, DO
James Goodyear, MD
Julianne Hughes, MD
David Klebanoff, MD
Justine Magurno, MD
Randall David Miller, MD
Alexandra Smith-Demain, MD
Priya Swamy, MD
Anne Vigderman-Greenberg, MD

Montgomery- James Goodyear, MD
Justine Magurno, MD

b.

IMA will designate Physician Assistants to assist physicians in administering examinations and evaluating lab work and are identified below:

Region # 1

Erie – Anna Maria Altomonte, PA

Crawford- Anna Maria Altomonte, PA

New Castle- Anna Maria Altomonte, PA

Clarion- Anna Maria Altomonte, PA

Pittsburgh- Anna Maria Altomonte, PA
Shay Jones, PA

Region # 2

St. Mary's – Anna Maria Altomonte, PA

State College- Anna Maria Altomonte, PA

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Altoona- Kristen Barbacci, PA

Mechanicsburg- Kristen Barbacci, PA

South Williamsport- Ashlynn Rice, PA

Region # 3

Forty Fort- Jennifer Balinas, PA

Allentown- Brittney Kershaw, PA

John Reel, PA

Georilza Vega, PA

Region # 4

Philadelphia- Georilza Vega, PA

Anna Maria Altomonte, PA

Montgomery- Anna Maria Altomonte, PA

c.

IMA will designate Registered Nurse Practitioner(s) to assist Physician(s) and Physician Assistant(s) with administering examinations and evaluating lab work. Our NP's are identified below:

Region # 1

Erie – Mary Donikowski, NP

Daniel Chege, NP

Margaret Barnes, NP

Crawford- Mary Donikowski, NP

Daniel Chege, NP

Margaret Barnes, NP

New Castle- Mary Donikowski, NP

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Daniel Chege, NP
Margaret Barnes, NP

Clarion- Mary Donikowski, NP
Daniel Chege, NP
Margaret Barnes, NP

Pittsburgh- Mary Donikowski, NP
Daniel Chege, NP
Debra Davis, NP
Kristin Clayton, NP
Ashley Dillard, NP
Margaret Barnes, NP
Rebecca Geyer, NP

Region # 2
St. Mary's- Debra Davis, NP
Christine Fhar, NP

State College- Debra Davis, NP
Christine Fhar, NP

Altoona- Debra Davis, NP
Christine Fhar, NP

Mechanicsburg- Debra Davis, NP
Christine Fhar, NP

South Williamsport- Debra Davis, NP
Christine Fhar, NP

Region # 3
Forty Fort- Sandra Stubblefield, NP

Allentown- Daniel Chege, NP
Tricia Vermilya, NP

Region # 4
Philadelphia- Debra Davis, NP
Zaifang Yu, NP

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Mary Donikowski, NP
Daniel Chege, NP
Debra Davis, NP
Kristin Clayton, NP
Ashley Dillard, NP
Margaret Barnes, NP
Rebecca Geyer, NP

Montgomery- - Debra Davis, NP
Zaifang Yu, NP
Mary Donikowski, NP
Daniel Chege, NP
Debra Davis, NP
Kristin Clayton, NP
Ashley Dillard, NP
Margaret Barnes, NP
Rebecca Geyer, NP

- 5. Medical Facility Manager.** Each facility shall have a Medical Facility Manager onsite. The responsibilities of the Medical Facilities Managers shall be, but not limited to, the following:
- a. Available Monday through Friday during standard business hours (8am - 5pm EST); and
 - b. Ensure consistent processes and evaluations throughout all medical facilities.

Offeror shall identify the Medical Facility Manager, including contact information, and confirm their understanding, in narrative form, relating to their responsibilities.

Chelsee Franey, Director of Operations, will be responsible for overseeing all the Medical facility Managers listed below. She has been instrumental in the development and day-to-day operations of our facilities in the Commonwealth of Pennsylvania since 2013. Chelsee received her Associate Degree in Science in Medical Imaging-Radiography and her Bachelor of Science Degree in Business Administration at Mount Aloysius College. Her contact information is Chelsee Franey, chelsee.franey@theimagoup.com, 717-458-5788.

All Medical Facility Managers, or their designates, shall be available Monday through Friday during standard business hours (8am-5pm EST) and will ensure consistent processes and evaluations in their respective facility. This is a standard business practice of all IMA Medical Facilities and each Medical Facility Manager understands their responsibility of overseeing the operation in which they are assigned.

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Region # 1

Erie – Tracie Sprague, tracie.sprague@theimagroup.com. 814-864-0437. Tracie is the clinic lead in our Erie office. She also oversees the team in Clarion. Tracie has been involved in our medical operations procedures for a few years now and is a highly experienced MA.

Crawford- Tracie Sprague, tracie.sprague@theimagroup.com. 814-864-0437. Tracie is the clinic lead in our Erie office. She also oversees the team in Clarion. Tracie has been involved in our medical operations procedures for a few years now and is a highly experienced MA.

New Castle- Noel Lutz, IMA.NewCastle@theimagroup.com. 724-698-7310. Noel has worked at IMA for 4 years now and single handedly ran the NC clinic as an MA, Receptionist and Processor. She now serves as the clinic lead.

Clarion- Tracie Sprague, tracie.sprague@theimagroup.com. 814-864-0437. Tracie is the clinic lead in our Erie office. She also oversees the team in Clarion. Tracie has been involved in our medical operations procedures for a few years now and is a highly experienced MA.

Pittsburgh- Damon Bricker, Damon.Bricker@theimagroup.com. 412-904-3216. Damon is the clinic lead in Pittsburgh. He brings a wealth of supervisory knowledge and is able to train, coach and motivate staff.

Region # 2

St. Mary's – Chelsea Couchenour- Chelsea.Couchenour@theimagroup.com 814-746-4978. Chelsea is our clinic lead and knows that communication between clients, customers and staff gets things done. She is a great multitasker and has a good understanding of the St. Mary's operations.

State College- Amanda Ertel, Amanda.Ertel@theimagroup.com- 570-651-3513. Amanda is in her 4th year at IMA. Amanda has a complete understanding of the operations and was recently named a regional Operation Supervisor. Amanda is willing to travel to all locations to assist where needed.

Altoona- Sarah Lee, Sarah.Lee@theimagroup.com. 814-201-2029. Sarah brings a wealth of knowledge to IMA. She has worked in all clinic positions and is willing to pitch in wherever needed. Sarah's work ethic is incredible and she consistently meets or exceeds deadlines.

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Mechanicsburg- Samantha Hafer. Samantha.Hafer@theimagroup.com 717-458-5788. Samantha is an excellent influencer and dedicated mentor who supports her team through sharing enthusiasm for the work

South Williamsport- Amanda Ertel, Amanda.Ertel@theimagroup.com- 570-651-3513. Amanda is in her 4th year at IMA. Amanda has a complete understanding of the operations and was recently named a regional Operation Supervisor. Amanda is willing to travel to all locations to assist where needed.

Region # 3

Forty Fort- Jennifer Sandroski- Jennifer.Sandroski@theimagroup.com. 570-338-2601. Jennifer has been with our company since receiving the BDD contract in 2014. She has worked in various clinic roles but currently acts as a liaison between our client and the IMA team. She is knowledgeable in our policy and procedures and is a great team leader.

Allentown- Kristen Piosa- Kristen.Piosa@theimagroup.com 610-437-4800. Kristen too has been with IMA since 2014. She oversees offices in PA and NJ, and is always ready to listen, provide recommendations and support whenever needed.

Region # 4

Philadelphia- Tyrone McNeil, Tyrone.McNeil@theimagroup.com 267-758-2460. Tyrone oversees daily operations in our company's largest clinic. He treats everyone with respect, and always makes himself available to anyone who needs support or guidance.

Montgomery- Tyrone McNeil, Tyrone.McNeil@theimagroup.com 267-758-2460. Tyrone oversees daily operations in our company's largest clinic. He treats everyone with respect, and always makes himself available to anyone who needs support or guidance.

6. **IT Representative.** The selected Offeror shall have an Information Technology (“IT”) Representative that will serve as the point of contact for any technical concerns relating to the electronic interface and dashboard reporting tool. The IT Representative shall be:
- a. Available Monday through Friday during standard business hours (8am - 5pm EST); and
 - b. Responsible for, but not limited to, the following:
 1. Providing high quality customer service;

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2. Reducing electronic interface downtime; and
3. Resolving technical concerns.

Offerors shall identify the IT Representative including contact information and confirm their understanding in narrative form of the DOC's needs relating to IT support.

Michael Koenig, Chief Technology Officer for IMA Professional services of PA, PC, joined IMA in 2010. Michael has over 20 years of software and system development experience. Michael has experience mentoring and building software departments for several industries, including Helathcare, Automotive, Enviromental, Networking, Pharmaceutical and Financial. He received his Bachelor of Science in Mathematics in 1985 from SUNY Oneonta and completed a one-year degree in Computer Science at Hofstra University. He will serve as the point of contact for any tehcnical concerns relating to the electronic interface and dashboard reporting tool. He undersatnds the importance of the accuracy and timely reporting the data IMA will share with the Department of Corrections and has provided such service to numerous similar startup and ongoing projects.

Mike, or his desginate, will be available Monday through Friday during standard business hours (8am-5pm EST). He will be responsible for, but not limited to providing high quality customer service, reducing electronic interface downtime and resolving technical concerns.

Mike's email address is michael.koenig@theimagroup.com and his phone number is 914-323-0327.

7. **Key Personnel Vacancies:** The selected Offeror must fill any key position vacancies within four (4) weeks of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The DOC has final approval on all appointed or hired key personnel. Offeror shall acknowledge acceptance of this criteria.

Key position vacancies are inevitable. Fortunately, they have been kept at a minimum at IMA over of the years. When a key position vacancy should occur, IMA will fill the position within four (4) weeks. If a key position becomes vacant, IMA will appoint and identify an individual in an acting capacity immediately until the position is filled. IMA has a fully staffed Provider Recruitment and Credentialing Team and also a fully staffed Human Resources Department. The DOC will have final approval on all appointed or hired key personnel and IMA acknowledges acceptance of this criteria.

8. **Removal of Personnel:** DOC retains the right to order the removal of any selected Offeror and/or subcontractor personnel from this project, or from performing any service under this contract. The Commonwealth will not be responsible for any cost incurred by

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the selected Offeror and/or its subcontractors in replacing personnel if good cause exists. Offeror shall acknowledge acceptance of this criteria.

IMA understands and accepts that the DOC shall retain the right to order the removal of any of our personnel or our subcontractor's personnel from this project or from performing any services under this contract. Further, IMA agrees that the Commonwealth will not be held responsible for any cost incurred by IMA and/or our subcontractor's in replacing personnel, if good cause exists.

D. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

1. ***Oak Transcription, Inc.***
2. ***Pam Parker pam.parker@oaktranscription.com***
3. ***4780 Duanesburg Rd., Duanesburg, NY 12056 508-765-0067***
4. ***Medical Transcription***
5. ***TBD***
6. ***Oak Transcription, Inc. is a Small Diverse Business in the Commonwealth of Pennsylvania. Their Certification # is 405197202003-SB-W and it is valid through 03/30/2022. They assist with transcribing our narrative medical reports. The Small Business Subcontracting Plan is outlined in Section 1.3.2 of this proposal. A copy of their Certification is located in RFP Questions 1.1.2 Additional Attachments Section Labeled A. Small Business Certification.***

1. ***JHS Medical, Inc.***

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2. **Scott Green** scott.green@jhsmed.com
3. **4 E. Broadway Ave., Duncannon, PA 17020 866-823-8643**
4. **Medical Supplies**
5. **TBD**
6. **JHS Medical, Inc. is Veteran Owned Small Business Small Diverse in the Commonwealth of Pennsylvania. Their Certification # is 40698202003-VBE-Vand it is valid through 03/11/2022. They assist with providing medical supplies. The Veterans Business Subcontracting Plan is outlined in Section 1.4.2 of this proposal. A copy of their Certification is located in RFP Questions 1.1.2 Additional Attachments Section Labeled B. Veterans Business Certification.**

- 9 **Requirements.** Offerors shall meet all requirements in order to be responsive to this RFP.

A. General. The selected Offeror shall adhere to, but not be limited to, the following:

1. Applicable Federal, State, or local laws and regulations; and
2. Policies and regulations governing the [PA DOC](#).

B. Specific.

1. **Licensing.** All healthcare resources require active [professional licenses](#) that are in good standing in the Commonwealth of Pennsylvania.

Offeror shall provide copies of all aforementioned licenses with their Technical Response.

Please find copies of professional licenses from the Commonwealth of Pennsylvania for all MD's, DO's, PA's and NP's in the zip that has been uploaded in RFP Questions 1.1.2 Additional Attachments Section. Labeled C. Professional Licenses and CVs'.

2. **Health Insurance Portability and Accountability Act (HIPAA) Regulations.** The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

The selected Offeror will be responsible for assessing its obligations pursuant to HIPAA and will include such assessment in its technical proposal. The selected Offeror will be

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required to execute the Business Associates Agreement contained in **Appendix B1 – DOC Business Associates Agreement** located in the **Buyer Attachments**.

IMA has reviewed Appendix B1- DOC Business Associates Agreement and is prepared to execute the Agreement upon request.

3. **Professional Liability Insurance.** In addition to the insurance requirements contained in the standard Contract Terms and Conditions, found in the Buyer Attachments, the selected Offeror must obtain and maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence or claims made, covering the selected Offeror, its employees, agents, contractors and subcontractors in the performance of all services.

Selected Offeror shall provide a copy of their most current and valid professional liability insurance certificate upon request.

IMA will provide a copy of our most current and valid professional liability insurance, within the prescribed Contract Terms, Conditions and limits upon request.

4. **Disaster Recovery (DR) Information Technology.** The selected Offeror must employ DR procedures to assist in preventing interruption in the use of the solution. Offeror shall describe its disaster recovery plans for maintaining operations during disasters. The Offeror's DR Plan(s) shall include, but is not limited to, the following requirements:
- a. Detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures;
 - b. Frequency of testing of its DR plans; and
 - c. Support compliance with the required system availability.

Network Security and Data Protection

IMA's IT Department utilizes the latest technology available and takes precautions to assure protection of all delivery and receiving systems. The IT department ensures that all electronic communication with its clients meets specific requirements and security protection.

IMA has a sophisticated computer and telecommunication network supporting our two primary administrative locations, as well as our medical offices. The main administrative office in Albany and corporate headquarters in Tarrytown, NY, each have a local area network protected by the latest SonicWall routers. The Sonic Wall routers provide gateway anti-virus protection as an additional security layer. They also include anti-spyware, intrusion detection and prevention,

Botnet protection, internet content filtering and Geo filtering, which allow us to block network traffic attacks from certain countries that are well known for such attacks. IMA employs Zerto, real-time disaster recovery software to achieve sub-45-minute RPO (recovery point objective) and sub-2-hour RTO (recovery time objective) between our primary data center in Albany, NY and our disaster recovery site in

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Tarrytown, NY. The two networks communicate with each other via a high-speed Wide Area Network using a high-end encrypted VPN connection. All satellite offices have computers, printers, and scanners that communicate with our central system through our secure WATS website and an encrypted http connection. SonicWall routers, firewalls, the latest version of antivirus software, strict computer usage policy enforcement, and careful monitoring provide system security and ensure the integrity of our data and HIPAA compliance.

IMA has relationships with major security vendors that are well trusted by other government agencies and major corporations. Antivirus software from Webroot is used to scan all email servers and workstations. In addition, all external email traffic on IMA's network is scanned for viruses and other malware threats before it reaches its network. IMA utilizes Microsoft Office 365 along with Office 365 Security and Compliance which has virtually eliminated spam attacks directed at our email server.

IMA provides access to an Internet web site for many of its clients. The web site includes FIPS 140-2 "Level 1" support for increased security.

IMA's main data center in Albany, NY, its administrative headquarters, is connected to the internet directly by fiber-optic service provided by one of the most reliable internet providers. IMA has contracted a 1 GB connection to the internet. The Fiber connection gives IMA extreme flexibility in adapting to new network traffic demand both in the near and distant future.

All IMA computer hard drives are encrypted with 256 Bit AES encryption technology which is acknowledged as offering the best protection even to the most demanding US Government Agencies.

Additional IMA security policies include:

IMA laptops are encrypted with 256 Bit AES Encryption technology. We monitor and check user activity and the event logs on all our servers on a regular basis.

All backup media used by the IT department such as USB drives, USB sticks and tapes are encrypted and stored in a locked place.

IMA utilizes Alert Logic to monitor all of its servers 24x7x365 and alert IMA of any anomalies.

All IMA servers require Duo multi-factor authentication to gain access.

IMA is always considering the latest information technologies that can help us better serve our customers, maintain our competitive edge, and keep up with the latest security threats. IMA employs a RAID SAN Storage device at our main operations center in Albany, which greatly reduces the possibility of disaster by hard drive failure.

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- 5. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, DOC needs a strategy for maintaining operations for an extended period. One part of this strategy is to ensure that essential contracts that provide critical business services to DOC have planned for such an emergency and put contingencies in place to provide needed goods and services.
- a. Describe how you anticipate such a crisis will impact your operations.
 - b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - c. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees);
 - d. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - e. Contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - f. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
 - g. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Please find IMA’s internal emergency plan document in RFP Questions 1.1.2 Additional Attachments Section. Labeled D. IMA Business Continuity Plan.

Since this is an internal procedure it has not been documented tested by a third party. Barbara Young, IMA Contract manager is the designee to communicate all such information to our contract staff and would do so if necessary, with the DOC.

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10 **Tasks.** The Offeror shall describe, in narrative form, how they will accomplish the work described in this RFP using the task descriptions below as your reference points.

A. Implementation. Offeror shall provide an implementation plan with their Technical Response describing how they will roll out the services depicted in this RFP.

IMA will develop Client Procedures, as outlined in upcoming section F. Medical Examinations. These Client Procedures will be unique to the DOC and act as a guide for all tasks from Scheduling to Invoicing.

IMA's IT Team will create DOC as a client in WATS, our web-based scheduling and reporting system. They will create Client User names and passwords for the designated DOC staff that will be scheduling and processing the reports.

Next, we will provide training to the DOC staff. This training only takes an hour and can be performed in person or on-line. The use of the system is very intuitive, however training documents are provided and made available for additional reference and for the training of employees hired in the future.

Simultaneously, Justine Magurno, MD, Medical Director of IMA, will provide an orientation of the specifics related to the DOC evaluations with our MD's, DO's, PA's and NP's.

Gerry Setaro, Medical Operations Manager of IMA, will perform a similar orientation with our Medical Assistant, Receptionists, and Accounting Team.

We recommend weekly, Zoom, Window Teams, Skype or telephone conference call during the first few weeks of the roll-out to assure all the DOC's needs are being met.

B. Medical Facility. Offeror shall describe the medical facility, including all amenities, that will successfully accommodate the needs and services depicted in this RFP.

In addition, the Offeror shall provide the location of each medical facility. The Offeror must have two (2) medical facilities, per region (refer to **Appendix C1 – DOC Regional Map** located in the **Buyer Attachments**) and be within a 75-mile radius of each other.

All IMA Medical Facilities will be fully equipped with a waiting room, an appropriate number of examination rooms and laboratory facilities. EKG's, drug screening, blood work, urine, audio and vision testing will be performed on-site. All facilities are ADA compliant and have on-site parking.

Region #1

IMA Erie- 7200 Peach Street, Suite 420, Erie, PA 16509

IMA Crawford County – 1261 S. Main St., Meadville, PA 16335

IMA New Castle- 2416-A Wilmington Rd., Suite A, New Castle, PA 16105

IMA Clarion- 22868 Route 68, Clarion, PA 16214

IMA Pittsburgh – 3109 Forbes Ave., Suite 201, Pittsburgh, PA 15213

Region # 2

IMA St. Mary's – 419 Erie Ave., St. Mary's, PA 15857

IMA South Williamsport- 200 West First Ave., South Williamsport, PA 17702

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IMA-Centre County- 301 Science Park Rd., Suite 137, State College, PA 16803

IMA Altoona- 615 Howard Ave., Suite 105, Altoona, PA 16601

IMA Mechanicsburg- 120 S. Filbert St., Mechanicsburg, PA 17055

Region # 3

IMA Forty Fort – 150 Welles St., Suite 300, Forty Fort, PA 18704

IMA Allentown- 1255 South Cedar Crest Blvd., Suite 1200, Allentown, PA 18103

Region # 4

IMA Montgomery County – 665 Harleysville Pike, Telford, PA 18969

IMA Philadelphia- 1930 S. Broad St., Suite 11, Philadelphia, PA 19145

- C. Dashboard.** The selected Offeror shall provide a dashboard for the purpose of scheduling appointments and housing of medical examinations. The dashboard shall have the ability to run reports at scheduled intervals as well as on demand in real time and shall be available in Microsoft Office Excel format.

Full access for the dashboard is required for Public Safety HR Delivery Center personnel. Limited access and permissions will be granted and authorized by DOC.

Types of reports that will be available and retrievable via the dashboard shall be secure and include, but not be limited to, the following information:

- 1. Online Appointment Scheduling:** Offeror shall provide access to an online appointment scheduling system for Public Safety HR Delivery Center personnel to schedule medical examinations; and
- 2. Medical Examination Results.** Offeror shall provide a report of the results to the Public Safety HR Delivery Center personnel within five (5) business days of the date of the medical examination. The report shall contain, but not be limited to, the following:
 - a. Candidate’s Name;
 - b. Date of Medical Examination;
 - c. Results of Medical Examination; and
 - d. Determination – Pass/Fail. Offeror shall follow the guidelines set forth in [PA DOC Policy 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement for Civil Service Positions](#) for determination of pass/fail.

Offeror shall provide samples of the above reports with their Technical Response.

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IMA's internal IT department's accomplishments include designing and programming its own scheduling and workflow program (WATS – Web Appointment Tracking System) to provide a high level of automation to its daily operations. WATS, IMA's scheduling and reporting web-based scheduling system, has been utilized by hundreds of clients and thousands of individuals for more than 17 years. As any web-based system, it is available 24 hours a day, 7 days a week.

The scheduling system is very user friendly and requires little or no training. IMA staff will work with the DOC staff to ensure they are trained in the nuances of the system and are able to enter and retrieve data as needed. We are able to customize this system to accommodate different client needs. The system is able to generate appointments, appointment letters, notifications for show/no show information and to receive reports in a HIPAA-compliant, secure format.

IMA looks forward to the opportunity of presenting additional functionality of our system in a live or virtual demonstration.

Our proprietary and scalable software allows us to customize reporting to your needs, as we have with many of clients.

IMA's narrative reports are retrievable from WATS 24 hours a day, 7 days a week.

Our system is customizable and reports in Excel format may be developed according to the DOC's specific needs.

Screenshots of our current appointment scheduling system are to follow.

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The screenshot shows a web browser window displaying the IMA website. The browser's address bar shows the URL <https://www.industrialmedicine.net/ima/default.aspx>. The website header includes the IMA logo and contact information for Corporate Headquarters and Customer Services Center. A navigation menu is visible with options: Home, Scheduling, Maintenance, Reports, Utilities, and Log Out. The 'Scheduling' menu is open, showing options: Add/View Appointments, Batch Upload, and Person Search. A yellow callout box on the left says "Hover over 'Scheduling'", and a yellow callout box on the right says "Click on 'Add/View Appointments'". The main content area displays a welcome message: "Welcome, Mark Arland EMPLOYABILITY ---- Schoharie County DSS". The Windows taskbar at the bottom shows the system tray with the date and time: 3:34 PM 6/3/2015.

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Appointment Report
Schoharie County DSS

Please select time
Specialty: Medical
Tuesday, June 30, 2015

| Time | Claimant | Case# | BG |
|---------|----------|-------|----|
| 09:00am | | | |
| 10:00am | | | |

Legend:
No Providers Available
No Slots Available
Only Medical Slots Available
Only Psych Slots Available
Med. and Psych Slots Available
Print Notice Letter

Pick a Date and a Time

SSN# can be either the full 9 digits or just the last 4 digits.
When using the full SSN#, other criteria are ignored.

SSN: [] Last Name: Westinghouse First Name: George DOB: 01/01/1846

Schoharie County DSS Open Episodes Only

Search Clear Create Person

**Enter Name and
DOB
& Search**

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Enter
Demographics
and Notes

Edit – Re-schedule
or Cancel

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The screenshot shows a web browser window displaying the IMA (Industrial Medicine Associates) system. The page is titled 'Livingston County - USER: Mark Ariand LC'. It features a navigation menu with options like Home, Scheduling, Document, Maintenance, Reports, and Utilities. The main content area is divided into several sections: 'Appointment Info', 'Claimant Info', 'Requested Procedures', and 'Attachments list'. The 'Appointment Info' section shows details for appointment ID 1034611, including client name (Livingston County), location (IMA-CONT-R), date/time (9/13/2013 10:00am), type (Psych), and status (COMPLETED). The 'Requested Procedures' section lists 'Psychiatric Exam'. The 'Attachments list' section contains a table with columns for Description, Date/Time, and Type. The table has two rows: 'Report' (9/18/2013 09:43am, TIF) and 'Appointment Letter' (9/4/2013 08:12am, TIF). A yellow callout box with the text 'To retrieve Report' points to the 'Report' link in the table. The page footer includes 'Proprietary and Confidential - The IMA Group' and the number '21'.

D. Medical Staffing. Offeror shall describe their staffing complement for each medical facility.

IMA staffs each of our offices with a Receptionist, Medical Assistant, Medical Doctor, Physician's Assistant or Nurse Practitioner, Psychologist, Medical Facility Manager and most have an X-ray technician. Larger offices may have multiple staff members in some positions and smaller offices may have fewer staff on days with lighter schedules.

Daily staffing is reflective on the number and type of examinations and/or ancillary testing scheduled on a particular day.

E. Medical Appointments. The selected Offeror shall describe how they will coordinate with the DOC's scheduling process for medical appointments (refer to **Appendix C1 – DOC Regional Map** located in the **Buyer Attachments**).

IMA's user-friendly web-based scheduling and reporting system allows the Department of Corrections (DOC) staff to schedule appointments directly from any computer with Internet access.

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These appointments may be schedule 24 hours a day, 365 days a year. Availability of appointments will be based on the DOC's estimate of 500 annual evaluations in Region # 1, 400 in Region # 2, 400 in Region # 3 and 200 in Region # 4. While the annual estimate has been adjusted, from 1,500 to 1,200, the regional estimates have yet to be adjusted. IMA's multiple locations in each region and flexible staffing procedures will adjust to the DOC's annual ebbs and flow of appointment needs be they 1,200, 1,500 or more.

F. **Medical Examinations.** Process standards set forth in **Appendix D1 – Corrections Officer Trainee (COT) Medical Standards** located in the **One Drive** and [PA DOC Policy 04.01.01 Human Resources and Labor Relations Procedures Manual, Section 39- Recruitment, Selection, Placement, and Reinstatement for Civil Service Positions](#) are, but not limited to, the following:

1. Medical Examination.

2. Laboratory Testing.

- a. CBC with Differential;
- b. Chemistry Profile;
- c. Drug Screening (split sample screening. It shall be a five (5) panel with positive/negative results);
- d. Hepatitis C antibody;
- e. Tuberculosis Blood Test; and
- f. Urinalysis

3. Testing.

- a. **Electrocardiogram (EKG).** Offeror shall conduct an EKG for all candidates over age 40 or if a medical condition warrants prior to age 40;
- b. **Audiogram.** Offeror shall conduct the audiogram in a sound proof booth; and
- c. **Vision Acuity.** The vision acuity shall include color and peripheral testing.

Offeror shall describe how they will facilitate medical examinations in their entirety.

IMA develops in- house Client Procedures for all of our Clients. These procedures are available to all staff and are maintained in real time, so as a Client's needs or medical standards evolve the staff are able to have clear documentation to adjust operations as necessary.

The Client Procedures outline what type of physical exam is to be performed, such as pre-employment, fit-for-duty, employability, disability, etc. They also outline what type of laboratory work is to be associated with a particular exam, be it blood work such as a CBC

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with Differential, a Chemistry Profile, Hepatitis C antibody or Tuberculosis test as we will with your exams. They also outline and clearly document the type of Urine Drug Screens and type of Urinalysis if required. Documentation of Ancillary testing such as EKG's, Audiograms, Vision Acuity.

The Client Procedures are followed in the development of the clinical procedures that are constructed and included with every medical chart that are used by the doctors, PA's, NP's and medical floor assistants as a check list to assure all evaluation requirements are performed.

They also assist in developing report delivery, quality assurance and desired billing and reporting procedures.

- G. Cancellation or No-Show.** Offeror shall describe how they will handle cancellations or no-shows. Any expenses related to the cancellation or no-show will be at no cost to the DOC.

IMA will make confirmation calls to CO Candidates to remind them of their appointment within 48 hours of their appointments. This process has historically minimized no-shows. IMA understands no-shows and cancellations will occur at no cost to the DOC.

- 11 **Quality Control Plan.** The Selected Offeror shall have a Quality Control Plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. Offeror shall provide their Quality Control Plan in this Technical Response.

Supervised by our Director of Quality Assurance, Kristina Tanner, IMA's Quality Assurance Department ensures that providers utilize a uniform structure that includes all of the key elements of the report in order to increase efficiency and reporting of suitability and unsuitability of candidates in a timely manner for the DOC. In addition, the QA department will ensure the integrity of the testing, test scoring, report quality for candidates and timeliness of all aspects of this contract.

All reports and testing are reviewed by the Quality Assurance Staff and Chief Medical Officer for completeness and accuracy. Our accounting Department also has established metrics to assure time delivery of all reports.

- 12 **Value Added Service.** The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services that will be provided at no cost to DOC, that the Offeror may, at DOC's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness or savings from management services.

Value Added Service:

1. Knowledgeable Account Manager – Chelsea Franey. With her strong working relationship

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

with all levels of staff and management, she brings assurance of a smooth start-up and continuity of ongoing services.

2. Time tested proprietary software system to manage scheduling and exam result reporting.

3. More than 30 years of experience providing reliable medical services.

4.

13 **Invoicing.** In addition to the invoicing contained in the standard **Contract Terms and Conditions**, found in the **Buyer Attachments**, the selected Offeror must provide a copy of the invoice, plus the invoice backup. Invoice backup must be provided to Public Safety HR Delivery Center. Invoice backup should be in the form of an itemized spreadsheet detailing the following:

- A. Candidate's Name;
- B. Medical Examination Completed Date; and
- C. Services provided.

Offeror shall provide a sample invoice with this Technical Response.

Please find attached in the zipped file located in RFP Questions 1.1.2 Additional Attachments Section a copy of a sample invoice, labeled Attachment E.

14 **Contract Turnover.** All data and information acquired by the selected Offeror shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in its entirety upon completion of the Contract. These data files shall be in a format as to be accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall pay all costs related to transfer of data.

The Offeror shall describe its Turnover Plan, which addresses the tasks outlined above. The final Turnover Plans shall be subject to the review and written approval of the Commonwealth.

All examination reports, laboratory test results and ancillary testing results will be digitally stored on IMA's redundant and backed up servers. Upon expiration or termination of the contract, IMA will provide a smooth and timely turnover of its services to the Commonwealth and its successor Contractor. Any Data filed inherent to the continuation of services shall be

**LOT 1 – MEDICAL EXAMINATIONS
FOR CORRECTIONS OFFICERS**

TECHNICAL SUBMITTAL

returned to the Commonwealth or successor Contractor in its entirety upon completion of the Contract. These data files shall be in a format as to be accessible and usable by the Commonwealth or successor Contractor. IMA shall pay all costs related to the transfer of data.

- 15 **Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the **Terms and Conditions** contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions shall appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror shall submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

IMA does not have any objections or additions to the Standard Contract Terms and Conditions.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

ANNA MARIA ALTOMONTE

PHILADELPHIA, Pennsylvania 19147

Board/Commission: State Board of Medicine

Status Effective Date: 01/21/2015

LicenseType: Medical Physician Asst

Issue Date: 01/24/2013

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA055975

Last Renewal: 12/12/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-------------------------|--------------|-------------------|----------------|----------------|-----------------|-------------------------|
| ZIBA RAHJOI MONFARED | Supervisor | Written Agreement | | Active | 03/04/2016 | |
| DOUGLAS E LEAMAN | Supervisor | Written Agreement | | Inactive | 02/28/2013 | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

01/22/2021

License Information

JENNIFER LYNN BALINAS

SCRANTON, Pennsylvania 18510

Board/Commission: State Board of Medicine

Status Effective Date: 10/01/2015

LicenseType: Medical Physician Asst

Issue Date: 10/01/2015

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA057932

Last Renewal: 10/28/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|--------------|--|----------------|----------------|-----------------|-------------------------|
| PETER A COGNETTI | Supervisor | Temporary Written Agreement Approval | TMX00205 4 | Null and Void | 04/22/2018 | 08/22/2018 |
| PETER A COGNETTI | Supervisor | Written Agreement | MX026403 | Active | 09/07/2018 | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

KRISTEN BETH BARBACCI

Mechanicsburg, Pennsylvania 17050

Board/Commission: State Board of Medicine

Status Effective Date: 01/02/2007

LicenseType: Medical Physician Asst

Issue Date: 09/19/2002

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA051028

Last Renewal: 10/28/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|----------------------------|--------------|-------------------|----------------|----------------|-----------------|-------------------------|
| RANDALL DAVID MILLER | Supervisor | Written Agreement | | Active | 05/06/2016 | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

MARGARET KAY BARNES

CLEARFIELD, Pennsylvania 16830

Board/Commission: State Board of Nursing

Status Effective Date: 11/10/2010

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 11/10/2010

Specialty Type: Family Health

Expiration Date: 10/31/2022

License Number: SP011071

Last Renewal: 09/21/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| MARGARET KAY BARNES | Self Automatic | Registered Nurse | RN304774L | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

DANIEL NGUGI CHEGE

Mechanicsburg, Pennsylvania 17050

Board/Commission: State Board of Nursing

Status Effective Date: 05/24/2016

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 05/24/2016

Specialty Type: Family Health

Expiration Date: 10/31/2021

License Number: SP016198

Last Renewal: 10/10/2019

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|--------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| DANIEL NGUGI CHEGE | Self Automatic | Registered Nurse | RN660259 | Active | | 10/31/2021 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

DEBRA L DAVIS

PITTSBURGH, Pennsylvania 15235

Board/Commission: State Board of Nursing

Status Effective Date:

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 05/11/1999

Specialty Type: Family Home Health

Expiration Date: 10/31/2022

License Number: TP005635W

Last Renewal: 09/16/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| DEBRA L DAVIS | Self Automatic | Registered Nurse | RN333213L | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

11/23/2020

License Information

KRISTIN M CLAYTON

MONACA, Pennsylvania 15061

Board/Commission: State Board of Nursing

Status Effective Date: 06/30/2015

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 06/30/2015

Specialty Type: Family Health

Expiration Date: 10/31/2021

License Number: SP015058

Last Renewal: 09/16/2019

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| KRISTIN M CLAYTON | Self Automatic | Registered Nurse | RN526066L | Active | | 10/31/2021 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/21/2020

License Information

ASHLEY GRACE DILLARD

PITTSBURGH, Pennsylvania 15206

Board/Commission: State Board of Nursing

Status Effective Date: 10/21/2020

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 10/21/2020

Specialty Type: Family Health

Expiration Date: 04/30/2021

License Number: SP022716

Last Renewal:

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

11/23/2020

License Information

MARY DONIKOWSKI

Erie, Pennsylvania 16509

Board/Commission: State Board of Nursing

Status Effective Date: 01/10/2018

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 01/10/2018

Specialty Type: Family Health

Expiration Date: 10/31/2021

License Number: SP018483

Last Renewal: 09/10/2019

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-----------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| MARY DONIKOWSKI | Self Automatic | Registered Nurse | RN322915L | Active | | 10/31/2021 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

DAVID JOHN DZURINKO

PLYMOUTH MEETING, Pennsylvania 19462

Board/Commission: State Board of Medicine

Status Effective Date:

LicenseType: Medical Physician and Surgeon

Issue Date: 01/14/1982

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD026315E

Last Renewal: 12/14/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/12/2020

License Information

ANTHONY J ELISCO

FARRELL, Pennsylvania 16121

Board/Commission: State Board of Osteopathic Medicine

Status Effective Date:

LicenseType: Osteopathic Physician and Surgeon

Issue Date: 07/12/1963

Specialty Type:

Expiration Date: 10/31/2022

License Number: OS001957L

Last Renewal: 09/18/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|------------------|----------------|-------------------|----------------|----------------|-----------------|-------------------------|
| ANTHONY J ELISCO | Self Automatic | Written Agreement | OX001957L | Active | | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

CHRISTINE LOUISE FAHR

HOLLIDAYSBURG, Pennsylvania 16648

Board/Commission: State Board of Nursing

Status Effective Date: 07/18/2014

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 07/18/2014

Specialty Type: Family Health

Expiration Date: 10/31/2022

License Number: SP013983

Last Renewal: 09/16/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-----------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| CHRISTINE LOUISE FAHR | Self Automatic | Registered Nurse | RN562662 | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

PATRICK DOMENICO FRISELLA

SPRINGFIELD, Pennsylvania 19064

Board/Commission: State Board of Osteopathic Medicine

Status Effective Date: 07/16/2018

LicenseType: Osteopathic Physician and Surgeon

Issue Date: 07/16/2018

Specialty Type:

Expiration Date: 10/31/2022

License Number: OS019356

Last Renewal: 10/02/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

09/24/2020

License Information

REBECCA MARIE GEYER

South Park, Pennsylvania 15129

Board/Commission: State Board of Nursing

Status Effective Date: 07/07/2015

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 07/07/2015

Specialty Type: Family Health

Expiration Date: 10/31/2022

License Number: SP015079

Last Renewal: 09/17/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| REBECCA MARIE GEYER | Self Automatic | Registered Nurse | RN607890 | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

11/23/2020

License Information

JAMES ALLAN GOODYEAR

Lansdale, Pennsylvania 19446

Board/Commission: State Board of Medicine

Status Effective Date:

LicenseType: Medical Physician and Surgeon

Issue Date: 07/30/1976

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD018266E

Last Renewal: 11/19/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

JULIANNE HUGHES

SWEDESBORO, New Jersey 08085

Board/Commission: State Board of Medicine

Status Effective Date: 09/23/2020

LicenseType: Medical Physician and Surgeon

Issue Date: 09/23/2020

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD472100

Last Renewal: 12/02/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.

Commonwealth of Pennsylvania
Department of State

Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

20 0437000

License Type
Medical Physician Asst

SHAY JONES



License Status
Active

Initial License Date
05/11/2004

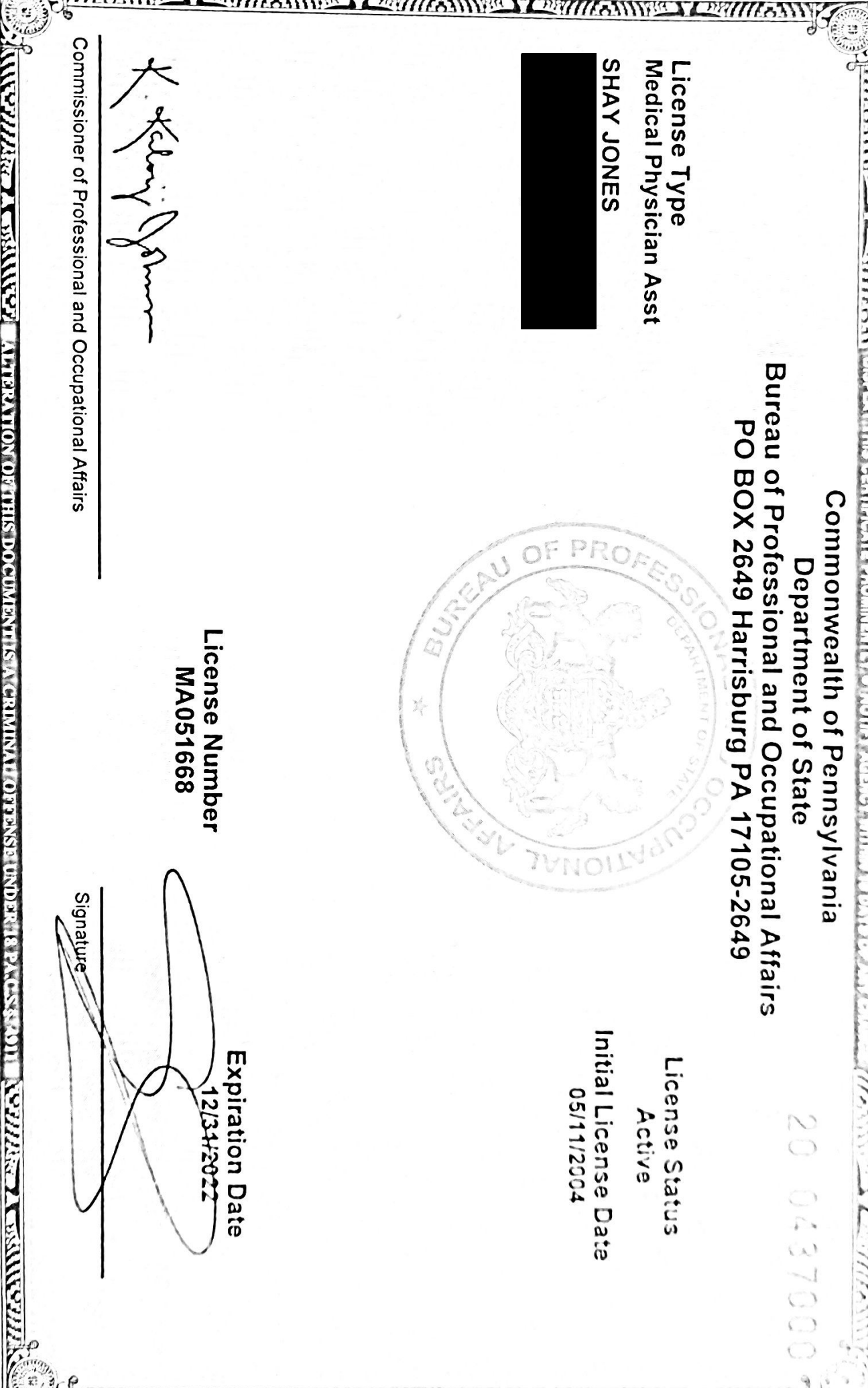
License Number
MA051668

Expiration Date
12/31/2022

A handwritten signature in black ink, appearing to read "K. Kelly Jones".

Commissioner of Professional and Occupational Affairs

Signature

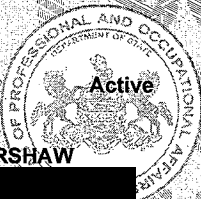
A handwritten signature in black ink, appearing to read "K. Kelly Jones", written over a horizontal line.

Commonwealth of Pennsylvania Department of State
Bureau of Professional and Occupational Affairs

Osteopathic Physician Assistant

License Number
OA003717

Expiration Date
10/31/2022



BRITTANY R KERSHAW



OFFICIAL DOCUMENT

READ THE FOLLOWING INFORMATION CAREFULLY CONCERNING YOUR LICENSE:

1. SIGN THE WALLET CARD AND CERTIFICATE WHERE INDICATED.
2. DETACH THE WALLET CARD AND CERTIFICATE AT PERFORATION.

Pennsylvania Licensing System (PALS)

Visit our website at: www.pals.pa.gov to renew your license, change your personal or license address, or order duplicate licenses.

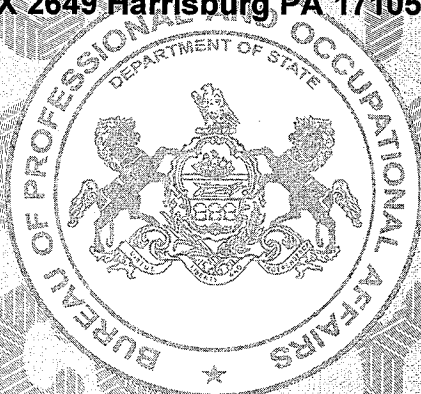
BRITTANY R KERSHAW



DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

20 0279311



License Type
Osteopathic Physician Assistant

BRITTANY R KERSHAW



License Status
Active

Initial License Date
11/24/2015

License Number
OA003717

Expiration Date
10/31/2022

Commissioner of Professional and Occupational Affairs

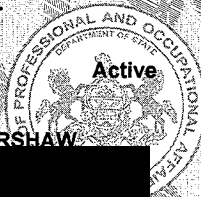
Signature

Commonwealth of Pennsylvania Department of State
Bureau of Professional and Occupational Affairs

Medical Physician Asst

License Number
MA058028

Expiration Date
12/31/2022



BRITTANY R KERSHAW

OFFICIAL DOCUMENT

READ THE FOLLOWING INFORMATION CAREFULLY CONCERNING YOUR LICENSE:

1. SIGN THE WALLET CARD AND CERTIFICATE WHERE INDICATED.
2. DETACH THE WALLET CARD AND CERTIFICATE AT PERFORATION.

Pennsylvania Licensing System (PALS)

Visit our website at: www.pals.pa.gov to renew your license, change your personal or license address, or order duplicate licenses.

BRITTANY R KERSHAW

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

20 0468786



License Type
Medical Physician Asst

BRITTANY R KERSHAW

License Status
Active

Initial License Date
11/19/2015

License Number
MA058028

Expiration Date
12/31/2022

Commissioner of Professional and Occupational Affairs

Signature



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

DAVID B KLEBANOFF

Elkins Park, Pennsylvania 19027

Board/Commission: State Board of Medicine

Status Effective Date:

LicenseType: Medical Physician and Surgeon

Issue Date: 08/27/1982

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD027587E

Last Renewal: 12/14/2020

Status: Active

Disciplinary Action Details

Disciplinary action or Corrective action history exists.

| Complaint Number | Disciplinary Action |
|------------------|---------------------|
| 03-49-10120 | Fine |

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BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

AHMED KNEIFATI

Selinsgrove, Pennsylvania 17870

Board/Commission: State Board of Medicine

Status Effective Date: 10/21/2020

LicenseType: Medical Physician and Surgeon

Issue Date: 05/13/1977

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD037158L

Last Renewal: 11/07/2020

Status: Active - On Probation

Disciplinary Action Details

Disciplinary action or Corrective action history exists.

| Complaint Number | Disciplinary Action |
|------------------|---------------------|
| 16-49-00895 | Probation |

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

11/23/2020

License Information

MELITA KONECKE

WYOMING, Pennsylvania 18644

Board/Commission: State Board of Medicine

Status Effective Date:

LicenseType: Medical Physician and Surgeon

Issue Date: 06/17/1983

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD030045E

Last Renewal: 11/19/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|----------------|----------------|--------------------------------------|----------------|----------------|-----------------|-------------------------|
| MELITA KONECKE | Self Automatic | Written Agreement | MX020968 | Inactive | | |
| MELITA KONECKE | Self Automatic | Written Agreement | MX023619 | Inactive | | |
| MELITA KONECKE | Self Automatic | Temporary Written Agreement Approval | TMX001304 | Null and Void | | 09/17/2017 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

JUSTINE ANN MAGURNO

ATHENS, Pennsylvania 18810

Board/Commission: State Board of Medicine

Status Effective Date: 12/21/2012

LicenseType: Medical Physician and Surgeon

Issue Date: 11/29/1979

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD023156E

Last Renewal: 12/03/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|----------------|-------------------|----------------|----------------|-----------------|-------------------------|
| JUSTINE ANN MAGURNO | Self Automatic | Written Agreement | MX020757 | Inactive | | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

RANDALL DAVID MILLER

ASHLAND, Oregon 97520

Board/Commission: State Board of Medicine

Status Effective Date: 12/13/2010

LicenseType: Medical Physician and Surgeon

Issue Date: 12/13/2010

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD441626

Last Renewal: 12/07/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|----------------------------|----------------|-------------------|----------------|----------------|-----------------|-------------------------|
| RANDALL DAVID MILLER | Self Automatic | Written Agreement | MX021298 | Active | | |
| RANDALL DAVID MILLER | Self Automatic | Written Agreement | MX021405 | Active | | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

12/30/2020

License Information

DAVID CLIFTON PULVER

AVENTURA, Florida 33180

Board/Commission: State Board of Medicine

Status Effective Date: 11/07/2012

LicenseType: Medical Physician and Surgeon

Issue Date: 11/07/2012

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD447352

Last Renewal: 12/30/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|----------------------|----------------|-------------------|----------------|----------------|-----------------|-------------------------|
| DAVID CLIFTON PULVER | Self Automatic | Written Agreement | MX020662 | Inactive | | |
| DAVID CLIFTON PULVER | Self Automatic | Written Agreement | MX020670 | Active | | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

ZIBA RAHJOI MONFARED

EASTON, Pennsylvania 18042

Board/Commission: State Board of Medicine

Status Effective Date: 09/07/2004

LicenseType: Medical Physician and Surgeon

Issue Date: 09/07/2004

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD425165

Last Renewal: 11/08/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|----------------------|----------------|-------------------|----------------|----------------|-----------------|-------------------------|
| ZIBA RAHJOI MONFARED | Self Automatic | Written Agreement | MX021201 | Active | | |
| ZIBA RAHJOI MONFARED | Self Automatic | Written Agreement | MX021050 | Active | | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.

**BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS**

P. O. Box 2649

Harrisburg, PA 17105-2649

01/22/2021

License Information

JOHN E REEL JR

Orefield, Pennsylvania 18069

Board/Commission: State Board of Medicine

Status Effective Date: 05/12/2003

LicenseType: Medical Physician Asst

Issue Date: 08/19/1986

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA000910L

Last Renewal: 10/22/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|--------------------------------|--------------|--------------------------------------|----------------|----------------|-----------------|-------------------------|
| RICHARD HOWARD NIEMEYER | Supervisor | Written Agreement | | Inactive | 12/10/2014 | |
| FRANK NICHOLAS DEFRANK | Supervisor | Written Agreement | | Active | 01/10/2012 | |
| BRUCE CRAIG DAVIS | Supervisor | Written Agreement | | Active | 02/09/2010 | |
| ROBERT G STRATTON | Supervisor | Temporary Written Agreement Approval | TMX00421 1 | Null and Void | 05/07/2019 | 09/07/2019 |
| ROBERT G STRATTON | Supervisor | Written Agreement | MX028643 | Inactive | 06/19/2019 | |
| ROBERT G STRATTON | Supervisor | Written Agreement | MX031549 | Active | 11/06/2020 | |
| GARSON MARK CARUSO | Supervisor | Written Agreement | MX030583 | Active | 03/02/2020 | |
| THADDEUS ALLEN PIOTROWSKI | Supervisor | Written Agreement | | Inactive | 05/11/2015 | |
| LOUIS WAI-KEI LAM | Supervisor | Temporary Written Agreement Approval | TMX00403 1 | Null and Void | 03/15/2019 | 07/15/2019 |
| LOUIS WAI-KEI LAM | Supervisor | Written Agreement | MX027995 | Inactive | 04/11/2019 | |
| RICHARD JOSEPH WEINSTEIN | Supervisor | Written Agreement | MX025728 | Inactive | 04/02/2018 | |
| SREELATHA CHINTALALP ATI VARMA | Supervisor | Written Agreement | | Inactive | 11/06/2014 | |
| NINA LAM CHEUNG | Supervisor | Temporary Written Agreement Approval | TMX00404 8 | Expired | 03/20/2019 | 07/20/2019 |
| JASON AFICIAL GALICIA | Supervisor | Written Agreement | | Inactive | 05/22/2014 | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

01/22/2021

License Information

ASHLYNN NICOLE RICE

WILLIAMSPORT, Pennsylvania 17701

Board/Commission: State Board of Medicine

Status Effective Date: 02/28/2019

LicenseType: Medical Physician Asst

Issue Date: 02/28/2019

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA060580

Last Renewal: 12/15/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-------------------------|--------------|--------------------------------------|----------------|----------------|-----------------|-------------------------|
| JOHN H BAILEY | Supervisor | Written Agreement | MX028476 | Inactive | 06/03/2019 | |
| CHRISTOPHE R JOHN MOTTO | Supervisor | Written Agreement | MX030883 | Active | 05/08/2020 | |
| HOWARD VICTOR KATZ | Supervisor | Written Agreement | MX027747 | Active | 03/26/2019 | |
| MATTHEW ROBERT EAGER | Supervisor | Temporary Written Agreement Approval | TMX00463 2 | Active | 10/20/2020 | 02/20/2021 |
| KAITLYN NOEL TYRIE | Supervisor | Written Agreement | MX031485 | Active | 10/22/2020 | |

License CSR Information

| Drug Schedule | Status |
|-----------------|--------|
| Drug Schedule 2 | Y |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

11/23/2020

License Information

ALEXANDRA K SMITH-DEMAIN

Pittsburgh, Pennsylvania 15229

Board/Commission: State Board of Medicine

Status Effective Date: 04/22/2010

LicenseType: Medical Physician and Surgeon

Issue Date: 04/22/2010

Specialty Type:

Expiration Date: 12/31/2020

License Number: MD439846

Last Renewal: 12/21/2018

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

MARIELLE KATHRYN STONE

BETHLEHEM, Pennsylvania 18018

Board/Commission: State Board of Medicine

Status Effective Date: 04/29/2016

LicenseType: Medical Physician and Surgeon

Issue Date: 06/20/2013

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD449192

Last Renewal: 11/19/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

SANDRA STUBBLEFIELD

Henryville, Pennsylvania 18332

Board/Commission: State Board of Nursing

Status Effective Date: 08/30/2012

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 08/30/2012

Specialty Type: Acute Care

Expiration Date: 10/31/2022

License Number: SP012338

Last Renewal: 10/03/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| SANDRA STUBBLEFIELD | Self Automatic | Registered Nurse | RN565595 | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

PRIYA SWAMY

DREXEL HILL, Pennsylvania 19026

Board/Commission: State Board of Medicine

Status Effective Date: 01/04/2013

LicenseType: Medical Physician and Surgeon

Issue Date: 09/24/2003

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD422552

Last Renewal: 11/19/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

GEORLIZA VEGA

PHILADELPHIA, Pennsylvania 19103

Board/Commission: State Board of Medicine

Status Effective Date: 06/04/2019

LicenseType: Medical Physician Asst

Issue Date: 06/04/2019

Specialty Type:

Expiration Date: 12/31/2022

License Number: MA060707

Last Renewal: 11/18/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|-------------------------|--------------|--|----------------|----------------|-----------------|-------------------------|
| ZIBA RAHJOI MONFARED | Supervisor | Temporary Written Agreement Approval | TMX00431 2 | Null and Void | 10/16/2019 | 02/16/2020 |
| ZIBA RAHJOI MONFARED | Supervisor | Written Agreement | MX030496 | Active | 02/07/2020 | |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

TRICIA LEE VERMILYA

Easton, Pennsylvania 18042

Board/Commission: State Board of Nursing

Status Effective Date: 11/04/2011

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 11/04/2011

Specialty Type: Family Health

Expiration Date: 10/31/2022

License Number: SP011751

Last Renewal: 10/01/2020

Status: Active

Prerequisite Information

| Licensee | Relationship | License Type | License Number | License Status | Associated Date | License Expiration Date |
|---------------------|----------------|------------------|----------------|----------------|-----------------|-------------------------|
| TRICIA LEE VERMILYA | Self Automatic | Registered Nurse | RN515046L | Active | | 10/31/2022 |

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

ANNE M VIGDERMAN

Elkins Park, Pennsylvania 19027

Board/Commission: State Board of Medicine

Status Effective Date: 01/03/2011

LicenseType: Medical Physician and Surgeon

Issue Date: 03/14/1996

Specialty Type:

Expiration Date: 12/31/2022

License Number: MD058690L

Last Renewal: 12/05/2020

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

02/02/2021

License Information

ZAIFANG YU

WYNNEWOOD, Pennsylvania 19096

Board/Commission: State Board of Nursing

Status Effective Date: 12/21/2018

LicenseType: Certified Registered Nurse Practitioner

Issue Date: 12/21/2018

Specialty Type: Family Health

Expiration Date: 10/31/2021

License Number: SP019854

Last Renewal: 09/07/2019

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.

Anna Maria Altomonte PA-C

Physician Assistant

LICENSE & CERTIFICATIONS:

Licensed by the State of Pennsylvania MA055975 expire 12/2016 · NCCPA Certification 1107592 expire 12/2016 · DEA License expire 6/2016 · CPR and AED expire 5/2016 · ACLS for Healthcare Providers expire 9/2017 · Approved for State of New Jersey licensure

EDUCATION:

Master of Science, Physician Assistant Studies August 2012
Philadelphia University, Philadelphia, PA

- **Recipient** of the Dr. Joel Chinitz Award for Community Service
- **Foreign Language:** Spanish 4 weeks Medical Terminology

Post Baccalaureate (Science) May 2009
Washtenaw Community College, Ann Arbor, MI

Bachelor of Arts, Political Science December 2007
Michigan State University, East Lansing, MI

- **Foreign Language:** Spanish 1 year

HEALTHCARE EXPERIENCE:

Physician Assistant Dec. 2015 – Present
IMA Group

Physician Assistant March 2013-December 2015
SouthEast Lancaster Health Services, Lancaster, PA

- Extensive Experience in the management of chronic medical illness such as, but not limited to: posttraumatic stress disorder, diabetes mellitus, hypertension, hyperlipidemia, chronic pain syndrome
- Complete different medical forms: family and medical leave act, functional capacity exam, department of welfare forms, preoperative clearance forms, work physical, urine toxicology
- Ability to work in diverse and multicultural environment, with people of all socioeconomic background
- Diagnose and treat common acute complaints including, but not limited to: chest pain, pharyngitis, UTI's, asthma exacerbations, otitis media, corneal abrasion, allergic reaction.
- Perform regular health assessment and physical examination on all ages
- Procedures: Incision and Drainage, ganglion cyst aspiration, shave and punch biopsy, suturing/splinting, eye examination using fluorescein light
- Share on call weekend coverage and Saturday hours

Resident Care Aide

Dec 2008-May 2009

Hillside Terrace Assisted Living, Ann Arbor, MI

- Established individualized care plans and provided support according to that care plan

RELEVANT CLINICAL ROTATION:

Emergency Medicine

Lankenau Medical Center, Wynnewood, PA

Sept 26- Oct 28, 2011

- Evaluated and treated various conditions, including but not limited to pharyngitis, allergic dermatitis, asthma exacerbation, minor sprains, urinary tract infection, and various type fractures

Cardiology/Internal Medicine

Oct 31- Dec 2, 2011

River Region Health System, Vicksburg, MS

- Worked in collaboration with supervising Cardiologist during cardiac catheterization, electrical cardioversion, pacemaker surgery, EKG interpretation, PICC line placement

Surgery

Jan 16- Feb 17, 2012

Lankenau Medical Center, Wynnewood, PA

- Assisted and performed under supervision including but not limited to SOAP's, knee and hip arthroplasty, observed carotid endarterectomy, cholecystectomy, and abdominoplasty

Pediatrics

Apr 30- Jun 8, 2012

Margiotti & Knoll Pediatrics, PC, Newtown, PA

- Experienced in common pediatric complaints, sports and well child visit and newborn care

HONORS & MEMBERSHIPS:

Scholar, National Health Service Corps

Fall 2010- March 2013

Member, Pennsylvania Society of Physician Assistant

Fall 2010- Present

Member, American Academy of Physician Assistant

Fall 2010- Present

COMMUNITY INVOLVEMENT:

Physician Assistant, Outreach in Paraguay

June 10 – 21, 2015

- Educated and treated Diabetes Mellitus in healthcare setting in different cities and villages in Paraguay. Provide resources in area of great need for care and medicine

Volunteer, Victor Center for Jewish Genetic Diseases

Dec 2011, Apr -Sept 2012

Participant, National Alliance on Mental Illness 5k Walk

May 2011, 2012

Jennifer Balinas, PA-C

Physician Assistant with family medicine/urgent care experience seeking a full-time position to utilize my skills and passion for patient-centered care and further my professional practice in an outpatient setting.

Work Experience

Physician Assistant

Physicians Health Alliance - Scranton, PA April 2018 to Present

Scranton and Peckville, PA April 2018-present Family Practice/Urgent care

- Examine and treat patients in collaboration with an attending physician in both a family practice setting and the Mid Valley Walk-In clinic
- Manage acute and chronic illnesses
- Conduct E/M visits, physical exams in all life stages, pre-employment physicals, worker's compensation exams, Department of Transportation physicals
- Develop and implement assessments and treatment plans
- Advocate for patients and provide appropriate patient education
- Complete accurate and descriptive medical documentation in Centricity EMR
- Skills utilized include but are not limited to: applying and changing dressings, cerumen removal, splinting, readings and interpreting x-rays, suturing/suture removal, I&D procedures, guaiac testing, vaccinations, etc.

Physician Assistant

Redicare Medical Center - Taylor, PA September 2015 to April 2018

of the healthcare team in a fast-paced environment

- Manage acute and chronic illnesses
- Complete accurate and descriptive medical documentation
- Conduct comprehensive history and physical exams in life stages from newborn to geriatrics
- Order and interpret laboratory tests and diagnostic studies
- Develop and implement patient assessments and treatment plans
- Provide patient education to improve patient awareness and facilitate informed treatment plans
- Perform Department of Transportation Physicals, pre-employment physicals, well child exams, worker's compensation exams
- Skills utilized include but are not limited to: applying and changing dressings, cerumen removal, splinting, suturing/suture removal, I&D procedures, guaiac testing, vaccinations, etc.

Education

MS in Physician Assistant Studies

Marywood University - Scranton, PA July 2015

BS in Health Care

Marywood University - Scranton, PA

May 2014

Skills

- Microsoft Word
- Microsoft Excel

- Microsoft Powerpoint
- Practice Fusion EMR
- Centricity EMR
- Cerner EMR
- Experience Administering Injections
- Primary Care Experience
- Workers' Compensation

Certifications and Licenses

NCCPA Board Certified, Current Pennsylvania State Physician Assistant License, BLS, Certified Medical Examiner for the Department of Transportation, DEA license

Kristen Barbacci, PA-C

Physician Assistant

Employment:

IMA Group/IMA Professional Services of PA, PC March 2016 - Present
Physician Assistant
Occupational Health and VA exams

Geisinger Health Systems Camp Hill, PA Dec 2015-March 2016

- Perioperative patient management with urology focus
- Surgical assistance with laparoscopic, robotic, and open surgical procedures

Correct Care Solutions. SCI Camp Hill, PA Nov 2014 - Nov 2015

- Physical exams/routine health appraisals
- Hepatitis C and HIV chronic care management
- TB chronic care management
- Routine nondiabetic and diabetic foot care

PrimeCare Medical, Inc. York, PA. July 2013 - November 2014

- Chronic care management and sick call visits for male and female inmates
- Orthopedic injuries, acute and chronic care/follow up, including joint injections
- Emergency call involving a wide range of medical problems
- Minor laceration repair, skin biopsies and ingrown toenail removal
- Weekly on call duty for York and surrounding county correctional facilities

Wexford Health Sources SCI Camp Hill, PA. November 2004 - July 2013

- Physical examinations and routine health appraisals of inmates
- Routine sick call visits and management of inmate medical care, with a majority of visits dealing with orthopedic problems, acute and chronic.
- Emergency call within the institution including emergent evaluation, diagnostics, and treatment of patient emergencies involving a wide range of medical issues
- Routine Hepatitis C clinic including testing, education, evaluation for treatment and routine follow up,
- Routine foot care including diabetic wound care, non-diabetic and diabetic foot care, and procedures for ingrown toenails and plantar wart removal.
- Casting, splinting, minor laceration repair, lesion removal and joint injections.

Internists of Central Pennsylvania. Lemoyne, PA. August 2003 - November 2004

- Patient visits in an office setting for acute care and follow-up for chronic disease.
- Inpatient rounds for patients in assisted living community as well as patients in post-CVA and post-surgical care rehabilitation.
- On call duties for rehabilitation and nursing care facilities.

Gaad Shepherd Rehabilitation Hosp. Allentown, PA Jul 2002 - August 2003

- Patient rounds in a physical rehabilitation hospital.
- Physical examination and medical management of patients in rehab. following CVA, Guillian-Barre, major multiple trauma and spinal cord injury.
- Evaluation/follow-up of spinal cord patients in an office setting.

HealthSouth Rehabilitation Hospital. Rock Hill, SC August 2000 - July 2002

- Patient rounds in a physical rehabilitation hospital.

- Physical examination and medical management of patients in a rehab. setting following joint replacement, CVA, and spinal cord injury.
- Interdisciplinary team management of inpatient care.

Additional Experience:

- "Mini-Residency" UPMC. Faulk Clinic (Hepatitis C/HIV clinic). Sept 2008

Education:

- MSPAS. Arcadia University, Glenside, PA September 1998 -May 2000
- BAS. Ohio Wesleyan University, Delaware, OH August 1988 - May 1992



THE IMA GROUP IMA Professional Services of PA PC

**Margaret K. (Vogel) Barnes M.S.N., CRNP
Nurse Practitioner**

EDUCATION

| <u>School</u> | <u>Degree</u> | <u>Completion</u> |
|--|---------------|-------------------|
| Central Pennsylvania School of Nursing | Diploma RN | May 1989 |
| Penn State University | BSN | May 1995 |
| Clarion University of PA | MSN focus FNP | August 2010 |

EMPLOYMENT

IMA Group/IMA Professional Services of PA PC

October 18, 2019 to Present
Nurse Practitioner
Disability, Occupational Health and Pre-Employment Exams

WellPath: September 1st 2014 – September 30th 2019 (formerly Correct Care Solutions)

- Description of duties:*
- Work with inmate with mental health A through D stability
- Assess, Diagnose, Treat Acute Diseases
- Perform Physicals as assigned
- Complete Chronic Care Clinics as assigned
- Sutures, punch biopsies, and shave biopsies as indicated
- Assist with Telemed medicine for Dermatology, HIV, Hep C and Hep B with contracted specialty Physicians
- Take rotating Call
- See patients in the infirmary as assigned
- Order Xrays, labs, and US
- Read Xrays as wet reads to determine bowel obstruction/fractures/foreign bodies
- Wound and foot care with mycotic nails
- Review and determine results of onsite labs and off site labs
- Pap test and Breast exams for female health
- Steroid Knee Injections when appropriate

Matrix Medical Network: June 2013 to current as contract business

Complete Health Risk Assessments in patient's homes and LTC facilities as needed
PAD testing through QuantaFlo

Wexford Health Source: March 24th 2014-August 31st 2014_

Wexford Health Source was bid out by Correct Care Solutions who joined with WellPath in late 2018. Kept same employees and job title.

Description of duties:

Assess, Diagnose, Treat Acute Diseases
Perform Physicals as needed
Complete Chronic Care Clinics as assigned
Treat Chronic diseases
Suture, punch biopsies, and shave biopsies as indicated
Assist with Telemed medicine
Take rotating Call
See patients in the infirmary as necessary

Certified Family Health Nurse Practitioner: April 1st, 2013 to March 13th 2014 (Clear Med Providers)

Dr. Sheldon Rosenthal Urology

Description on duties:

Assess, Diagnose, and Treat Urological Diseases
Perform Urodynamic testing
Treat Urology complaints

Certified Family Health Nurse Practitioner: January 2014 to March 13th 2014 (Clear Med Providers)

Description of Duties:

Assess, Diagnose, Treat and Maintenance of Chronic and Acute Disease
Perform yearly physicals which included health maintenance (order Mammo, Dexa, PSA, stress test and Colonoscopy)
Performed Drivers License, Sports, and College Physicals

Clearfield County Career and Technology Center: July 9th 2012 – June 2015
instructor

Instructed LPN students in lecture on a variety of subjects
Instruct : LPN students in clinical in acute care and long term care facilities
Provide guidance throughout their education

Certified Family Health Nurse Practitioner: Dr. Mosch :March 2011 to March 26, 2013

Description of duties:

Assess, Diagnose, Treat and Maintenance of Chronic and Acute Disease
Perform yearly physicals which included health maintenance (order Mammo, Dexa, PSA, stress test and Colonoscopy)
Performed Drivers License, Sports, and College Physicals
Removal of Nevi
Make Personal Care Home visits on Patients within the practice
Make Home visits on Patients within the practice
Performing EKG, PFT's and giving injections

Urodynamic Nursing: April 2000 to March 13th 2014. Dr. Sheldon Rosenthal, M.D.

Description of duties:

Urodynamic testing for office patients and in-patients at Clearfield Hospital
Catheterizing patients and giving injections.

Penn State University August 21, 2012 to October 21, 2012

Description of duties:

Perform Drivers License, Scuba, International Physicals
Assess, Diagnose, and Treat Acute Disease

Cardiopulmonary Stress Testing: August 2009 through April 30th 2010 and PRN.

Description of duties:

Perform the various cardiac stress testing
Conscious sedation monitoring of patient during a Trans Esophageal Echo
Administer Definity for Echocardiograms

Certified Wound, Ostomy, and Continence Nurse (CWOCN): November 1997-
certified until June 2017

Description of duties:

Teach patient to be independent with ostomy care and correct appliance fit.

Teach parents care of ostomies on infants and feeding tube care including skin integrity.

Suggest wound care to physicians and monitor wound progression; changed treatment when necessary

In-hospital Ostomy, Continence and Wound referrals for the physicians.

Wound, Ostomy and Incontinence referrals in home health

All duties listed under Home Health Nurse.

In-service Nursing Homes on Incontinence care and Ostomy care.

Instructor at a seminar held by the hospital on proper wound care techniques 1999.

Ostomy site marking pre-surgery

Developing an Ostomy support group

Home Health Nurse: November 19, 1990 to November 1997. Clearfield Hospital. I do casual work for Clearfield Hospital Home Health as needed since 1997 to August 2010 as a CWOCN and general staff nursing.

Description of duties:

Patient assessments with reporting abnormalities to attending physician. Age groups: newborn to the elderly.

Coordinating involvement of outside agencies and community resources.

- Patient and family education of disease process, medications, wound care (surgical and nonsurgical wounds), and ostomy care (colostomy and urostomy). Also instructed family and/or patient how to do his/her own care.
- Perform venipunctures, intravenous therapy for IV medications, Total Parenteral Nutrition, and hydration.
- Participation in local health fairs.

Liaison between physician and patient.

School Nurse Substitute: September of 2005 to June 2014. Clearfield Area School District.

Description of duties:

- Assist with students that are sick
- Assist with students that have been injured.
- Instruct in chronic diseases
- Parent teaching on current illness
- Head Lice checks and instruction on eliminating the head lice.
- Give medications to the children

Wound Care Case Manager: November 2003 to August 2005. Clearfield Hospital.
(Maintaining casual status employment after August, 2005)

Description of duties:

- Assisted in a new clinic start up
- Patient assessment and wound assessment.
- Suggest proper wound care to physicians.
- Disease process teaching: venous stasis disease, arterial disease, and the role of diabetes in wound healing.
- Diabetic teaching.
- Medication teaching.
- Maintaining proficiency on current wound care treatments and protocols.

Medical / Surgical Nurse: June 19, 1989 to November 18, 1990. Clearfield Hospital.

Description of duties:

- Patient assessment and reporting recent abnormalities that are a change from past medical history.
 - Pre-operative and post-operative teaching to families and patients.
 - Disease process and medication teaching.
 - Pre-operative and post-operative care, IV therapy and dispensing prescribed medications.
- Notifying attending physician of decreases in patient health status.
- Notifying physician of symptoms of post-surgical complications with follow-through of orders.

Instructional opportunities

I wrote a proposal and started up the Ostomy support group at Clearfield Hospital in April of 2007 and developed the current pamphlet used for advertisement.

I developed the post operative ostomy education program for new ostomate in the Clearfield Hospital.

Was a Preceptor for another WOCN in training for Wicks Educational associates, Harrisburg, PA

Instructed students on proper basic wound care in their rotation through the Wound Clinic.

I was a speaker at a wound care seminar that the Clearfield Hospital hosted around 1999.

I present lectures on wound, ostomy and continence topic to healthcare professionals and students.

EDUCATION

Central Pennsylvania School of Nursing: May 1989; received diploma as a Registered Nurse.

Pennsylvania State University: May 1995; received a B.S. degree in nursing, GPA 3.20 out of a 4.00.

Wicks Enterstomal Therapy: Completed November 1997.

Clarion University School Nurse Certification Program: Completed June of 2006, GPA 4.0 out of 4.00.

Clarion University of Pennsylvania: August 2010; MSN with a focus in Family Health Nurse Practitioner program. Currently hold an active CRNP license in the State of Pennsylvania GPA 3.566 out of 4.0

PROFESSIONAL TRAINING

- Peripheral Inserted Central Catheter (PICC) certification: September 1991; trained to insert and take care of PICC lines and re-certification in March 2004.
- Critical Care certification: February 1992. Altoona Hospital
Total Body Assessment: Adult Focus seminar: February 1993. Pennsylvania State University.
Certification in Wound, Ostomy, and Continence care: June 1998; Re-certified every five years 2018
PALS (Pediatric Advanced Life Support): last certified in May 2006.
PEARS: last certified in May of 2010.
ACLS (Adult Cardiac Life Support): last certified in April 2012.

Cardiac Arrhythmia course February 2010.
CPR: renewed in September 2019
WOCN annual regional conference as able to attend

PROFESSIONAL AFFILIATION

- I have served on the education committee at the Clearfield Hospital from February 1992 to February 1993. This committee sets guidelines for use of education funds. Also, the committee surveyed nursing staff for topics of educational interest and had chosen appropriate topics for seminars to be held by the Hospital and topics for in-service training.
Member of the AANP. Certifying body and must be member
Sigma Theta Tau

LICENSE

RN304774-L-PA Commonwealth
SP011071 CRNP

NPI: I have a NPI number given upon request
DEA: I have active DEA given upon request

**Daniel Ngugi Chege MSN,
CRNP, FNP-BC**

Nurse Practitioner

**IMA Professional Services of PA PC
November 2018 – Present
Disability, Occupational Health, Pre-
Employment, VA Exams**

EDUCATION

- 08/2013-08/2015 Master of Science in Nursing: Family Nurse Practitioner specialty, Franciscan University of Steubenville, Ohio. 31st August 2015 GPA 3.82
- 08/2008-05/2012 Bachelor of Science in Nursing, Mountain State University (MSU), Beckley, 11" May 2012, Magna cum Laude. GPA 3.7
- 08/2006-12/2007 Bachelors in Mechanical Engineering, Moi University, Eldoret Kenya (did not graduate)
- 06/2005-06/2006 Certificate of Public Accounting, Strathmore University, Nairobi Kenya (did not graduate).
- 01/2005-03/2005 Diploma in Computer Engineering, Alphax College, Eldoret, Kenya (did not graduate).
- 01/2001-12/2004 Kenya Certificate of Secondary Education(GED), Chebisaas Boys High School, Eldoret, Kenya 12/02/2004 GPA 3.0

LICENSE

- 06/2014- Present Registered Nurse State of PA
- 05/2016- Present Certified Registered Nurse Practitioner State of PA
- 03/2016- 10/2016 Advanced Practice Registered Nurse State of WV
- 07/2012- 10/2016 Registered Nurse State of WV

PROFESSIONAL EXPERIENCE

4/2018- 9/2018

Shaddowing at Turnpaugh Health and Wellness Center 310 Lambs Gap Rd, Mechanicsburg, PA. Followed Chris Turnpaugh, DC, Shannon Smith, DC and Jessica Herzog, MD for 3-4 weeks.

Learning how to use Functional medicine in clinical practice. Treating the root cause of illness with food, lifestyle changes and supplements. Patient focused care, taking time with patient to carefully assess what would be going on with their health and focus on getting them well instead of just focusing on symptoms.

03/2017- Present

Certified Registered Nurse Practitioner at PinnacleHealth Heritage Family Practice Lemoyne, PA.

Provide primary care services to the Lemoyne population. This includes management of care for chronic and acute illnesses, establishing patient-provider relationship so as to be able to provide patient centered care. Encompasses assessment, diagnosis and treatment of various acute and chronic conditions. Perform procedures such as pap smears, lesion removal and biopsies, cryotherapy etc.

08/2016- 03/2017

Certified Registered Nurse Practitioner at PinnacleHealth Express Care Lemoyne, PA

Assess, diagnose and treat minor conditions like cold, flu, otitis media, pink eye, UTI, suture and staple removal. Do necessary documentation using the EPIC environment. Treating the community who are not dedicated patient to the practice

10/2015- 02/2016

Registered Nurse at Reynolds Memorial Hospital in Glen Dale, WV.

Working as a Home Health Nurse. This entails providing skilled nursing care to patients by visiting them in their homes. This entails experience with the OASIS assessment with admission, follow up recertification and discharge.

08/2014- 08/2015

Family Practice clinical rotations as an FNP student with Adult, Pediatric and OBGYN specialties.

07/2014-10/2015

Registered Nurse in Brightstar Care in Pittsburgh, PA. Provide care for patient in the privacy of their homes as a private duty nurse.

Did basic primary care and skilled nursing care.

05/2012-07/2013

Registered Nurse in the Surgical/Trauma Intensive Care Unit: Raleigh General Hospital, Beckley WV. Provide direct primary care for critical patients with use of critical thinking and evidence based practice in

05/2010-05/2012

collaboration with other disciplines. The practice entails but not limited to, advanced airway monitoring, ACLS practice and Critical drip monitoring. Nurse Extern. Raleigh General Hospital, Beckley, WV. Medical Surgical floor. Performed direct patient care under the supervision and guidance of License Practical Nurses and Registered Nurses.

TEACHING EXPERIENCE

01/2010-05/2012

Tutoring Human Anatomy and Physiology, College Mathematics, Microbiology, English, Chemistry and Fundamentals of nursing.

ACTIVITIES

08/2014-12/2014

Secretary of Public Resource group for a human trafficking town hall meeting in Steubenville Ohio

01/2013-03/2013

Duty to create the Surgical Intensive Care Unit nurses assessment sheet.

10/2011-05/2012

Leadership Committee member for the International Student Association at Mountain State University.

08/2010-12/2011

Class representative for the nursing class of 2012 in the Student's Council at Mountain State University.

08/2010-12/2011

Class representative for the nursing class of 2012 in the Nursing Curriculum Committee.

ACADEMIC AWARDS

08/2013-05/2014

Spiller Burn Memorial Scholarship

08/2014-05/2015

Worldwide scholarship

01/2009-05/2012

Dean's List of top academic performers.

08/2010-05/2012

CAMC Foundation Nursing/ Allied Health/ Medical Student Scholarship

Kristin M. Clayton, FNP

Nurse Practitioner

IMA Professional Services of PA, PC

June, 2020 – present

Disability and Occupational Health Exams

EDUCATION

Carlow University, Pittsburgh, PA - Master of Science in Nursing May 2015
Concentration: Family Nurse Practitioner (GPA 3.95/4.00)

Carlow University, Pittsburgh, PA -Bachelor of Science in Nursing July 2013
(GPA 3.98/4.00) Dean's List

Sewickley School of Nursing/Laroche College, Sewickley,
PA -Diploma in Nursing June 1999

PROFESSIONAL EXPERIENCE

IMA Professional Services of PA, PC

Nurse Practitioner

June, 2020 – present

Disability and Occupational Health Exams

Heritage Valley Health Systems, Beaver PA

Certified Registered Nurse Practitioner

November 2015- April 2018 / July 2019- June, 2020

- Manage patients from pediatrics to geriatrics with acute illnesses in an urgent care setting. Promote healthy lifestyles for patients and provide guidance to locate primary care physicians.

Med Express Urgent Care Beaver Falls, PA

Certified Registered Nurse Practitioner

March 2018 -November 2019

- Manage patients from pediatrics to geriatrics with acute illnesses in an urgent care setting. Promote healthy lifestyles for patients and provide guidance to locate primary care physicians.

LIFE Beaver County, Aliquippa PA

July 2015 - April 2016

Certified Registered Nurse Practitioner

- Provide comprehensive assessment, diagnosis, education and treatment of participants in a PACE program in an outpatient setting.

NHS Human Services, Coraopolis PA

July 2009 - October 2015

Registered Nurse

- Organize and manage patient care on a 24-bed unit in a residential setting with patients that have severe physical and mental disabilities

McGuire Memorial Homes, New Brighton, PA

June 2004- July 2009

Registered Nurse

- Coordinated care for medically fragile children with developmental and physical disabilities

Nurse Finders, Carnegie, PA

August 2002- June 2004

Registered Nurse

- Supervised nurses and CNAs on a 40 bed skilled nursing floor for geriatric patients

Allegheny Valley Schools, Coraopolis, PA

July 2000- August 2002

Registered Nurse

- Managed healthcare needs for developmentally disabled individuals in the community home setting

Heritage Valley Health Systems, Beaver, PA

June 1999- July 2000

Registered Nurse

- Implemented and monitored patient care on various medical surgical units of the hospital

LICENSURE

Registered Nurse License

CERTIFICATION

Family Nurse Practitioner

Debra L. Davis – Certified Registered Nurse Practitioner

IMA Professional Services of PA, PC

January 2019 – present

Evaluation Set: Disability, Occupational Health, Pre-Employment, VA

EDUCATION

2008-2014-University of Pittsburgh, Pittsburgh, PA -DNP

1996-1999-Carlow College-Pittsburgh, Pennsylvania-MSN Graduation December 1999

1994-1995-Carlow College-Pittsburgh, PA -BSN

1988-1993-Community College of Allegheny County-Boyce-Monroeville, PA - ASN

LICENSURE

NPI# 1750339941

DEA Certificate # MD0933704

Pennsylvania-May 1999-#CRNP TP-005635-W

Pennsylvania-October 1993-#RN 333-213-L

CERTIFICATION

2014 A4NP National FNP Certification #F014097

1998 School Nurse

1997 Nursing Child Assessment Satellite

PROFESSIONAL EXPERIENCE

IMA Professional Services of PA, PC

January 2019 – present

CRNP

Evaluation Set: Disability, Occupational Health, Pre-Employment, VA

Matrix Medical Network

August 2016-December 2018

CRNP

Responsible for performing complete, comprehensive health assessments on all eligible health plan members in the home and nursing home setting

Pinnacle Internal Medicine

September 2014-September 2016

CRNP

Responsibilities include determining the need of medical attention, reviewing patient records to determine health status, perform physical exams, record histories. Provide decision making regarding patient data, and provide appropriate management and treatment of patients. Prescribe medications and appropriate treatments for patients. Provide counseling, education and instructions regarding patient's problems. Work in collaboration with appropriate physicians to provide proper medical care to patients in the skilled and long-term care setting.

Alliance Cardiology

April 2012 - September 2014

CRNP

Responsibilities include determining the need of medical attention, reviewing patient records to determine health status, perform physical exams, record histories. Provide decision making regarding patient data and provide appropriate management and treatment of patients. Prescribe medications and appropriate treatments for patients. Provide counseling, education and instructions regarding patient's problems. Work in collaboration with appropriate physicians to provide proper medical care to patients in the acute and critical care setting.

Pittsburgh Cardiovascular Institute-Med Health Services

March 2000- May 2012

CRNP

Responsibilities include providing nursing and medical services to individuals and families in the community, office, hospital, and nursing home setting. Also, participating as a team member in the provision of medical health care, interacting and collaborating with professional colleagues to provide comprehensive care.

University of Pittsburgh Medical Center

November 1995-April 2000

Registered Nurse- Clinical Nurse III

Resource Unit-Responsibilities include performing all aspects of nursing care related to the various units in the medical center. Experience includes medical cardiology, cardio-thoracic surgery, heart-lung transplant, neurology, neuro-surgery, kidney-pancreas transplant, G.I. surgery, liver transplant, trauma, orthopedics and general medicine.

Woodhaven Care Center

August 1993-November 1995

Registered Nurse- Supervisor

Responsibilities include performing all aspects of nursing care related to a skilled nursing-sub acute unit. Supervision of all nursing and non-nursing staff.

PROFESSIONAL ORGANIZATIONS

1998-Present- Sigma Theta Tau International Member

1996-Present- American Academy of Nurse Practitioners

1996-Present- American College of Nurse Practitioners

1996-Present- The Nurse Practitioner Association of Southwestern Pennsylvania

1996-Present- Pennsylvania Coalition of Nurse Practitioners

1993-Present -American Nurses Association

1993-Present- Pennsylvania State Nurses Association

HONORS

Sigma Theta Tau International-Eta Epsilon member

CONTINUING EDUCATION

Current CEU certificates on file and supplied upon request

Ashley Dillard MSN, APRN, FNP-C Nurse Practitioner, IMA Professional Services of PA PC 11/3/2020 – present

Professional Summary

Fifteen years of experience as a Registered Nurse with focus on critical care nursing in Intensive Care Units of a Level 1 Trauma hospital. Exceptional capacity to multi-task; manage numerous, often competing priorities with ease and foster the provision of superior patient care. A caregiver who is patient-focused, compassionate, organized and detail-oriented with high standards for performance and maintenance of treatment protocols.

Education

| | |
|---|---------------------|
| Master of Science in Nursing Chamberlain University | April 2020 |
| • Family Nurse Practitioner Specialty Track | |
| Bachelor of Science: Nursing Chatham University – Pittsburgh, PA | May 2012 |
| • Dean's List | |
| RN Diploma: Nursing St. Margaret's School of Nursing – Pittsburgh, PA | October 2005 |

Licensure, Certification & Training

| | |
|--|-------------|
| [FNP-C] Certified FNP (F06201468 #) | Exp: 6/2025 |
| [RN] Registered Nurse – State of PA (572383 #) | Exp: 4/2021 |
| [ACLS] Advanced Cardiac Life Support – American Heart Association | Exp: 2/2021 |
| [BLS] Basic Life Support – American Heart Association | Exp: 2/2022 |
| [PALS] Pediatric Advanced Life Support – American Heart Association | Exp: 2/2021 |

Nurse Practitioner Practicum Experience

| | |
|--|-----------|
| Family Practice/Primary Care – Cory Wilhite – Portersville Family Practice Portersville, PA | 438 Hours |
| Family Practice/Primary Care – Charlotte Vermeulen – Community Health Clinic New Kensington, PA | 187 Hours |

NP Skills include:

- Acute care expertise
- Effective decision-making; Self-directed and reliable
- EMR, Word, Excel, Epic, and McKesson
- Excellent communication and assessment skills
- Preventative care specialist

Healthcare Experience

AHN West Penn Hospital – Pittsburgh, PA

Nov 2018- Present

Professional Staff RN

Currently working as a professional staff RN in the Medical-Surgical ICU. Technically proficient in all major ICU skills. Responsible for continuous monitoring of vital signs, interpretation of arrhythmias, administration of vasopressors and cardiac drugs, maintaining ventilator support, chest tubes, hemodynamic monitoring and documentation in medical records. Working as part of an interdisciplinary team caring for critical patients while promoting health and giving support to patients and families during their illness.

University of Pittsburgh-Brain Trauma Research Center – Pittsburgh, PA**Jul 2015- Oct 2018****Brain Trauma Research RN**

Screening and enrolling patients for traumatic brain and spine injury research studies as well as some laboratory duties under the supervision of David O. Okonkwo, MD, PhD, and Ava Puccio, PhD. Served as a resource for patients and families of patients who have suffered traumatic brain injury. Data entry for multiple invasive and noninvasive research studies. Educated patients and families on research studies r/t all spectrums of traumatic brain injury. Consent patients and families for research studies. Follow-up care of patients who have suffered traumatic brain injuries.

UPMC Presbyterian- Renal Unit – Pittsburgh, PA**Jul 2014- Jul 2015****Dialysis RN**

Arrange dialysis equipment according to patients' requirements. Assess patients' pre and post treatment. Monitor patients and equipment alarms during treatment. Implement dialysis on patients with permanent fistulas, grafts, and catheters. Identify problems or irregularities in the dialysis procedure. Make recommendations to the appropriate medical professionals. Document patient progress. Perform appropriate terminal cleaning following each treatment.

UPMC Presbyterian- Resource Unit ICU – Pittsburgh, PA**May 2011- Jul 2014****Resource ICU RN****Jul 2015- Present**

Staffed in all ICUs within Presbyterian and Montefiore hospital. Staffed step-down units as well as opened ICU and/or Step-down pods on an as needed basis. When not in staffing functioned with a primary responsibility to respond to all hospital condition A/C, help stabilize patients, transport patients to testing or ICU after condition. Assisted with decompression of Emergency room during high census. Cross-trained in Interventional Radiology, Hemodialysis, and PACU recovery of post-bronchoscopy patients. Participated in Professional organizations and continuing education to improve practice knowledge and skills.

UPMC Presbyterian- Neuro Trauma ICU – Pittsburgh, PA**Oct 2005- May 2011****Professional Staff RN**

Served as charge nurse, during off shifts and weekends, caring for patients with acute traumatic illnesses, including traumatic brain injuries, massive trauma, and strokes. Technically proficient in all major ICU skills. Responsible for continuous monitoring of vital signs, interpretation of arrhythmias, administration of vasopressors and cardiac drugs, maintaining ventilator support, chest tubes, hemodynamic monitoring and documentation in medical records. Responded to emergent life-saving situations. Promoted health and supported patients and families in coping with illnesses. Prepared patients for procedures. Initiated and maintained intravenous therapy. Worked closely with physicians and other nurses.

STAT Staffing – Pittsburgh, PA**Apr 2008- May 2010****PRN Staff RN****Allegheny General Hospital ICU Float -**

Provided collaborative patient care as a PRN agency nurse within the multiple ICUs at this Level 1 Trauma facility. Worked as part of an interdisciplinary team caring for critical patients.

The Children's Institute of Pittsburgh -

Staffed on a PRN basis within the various inpatient units of this pediatric specialty rehabilitation hospital.

Responsibilities included: Monitored, recorded, and reported symptoms or changes in patients'

conditions. Maintained accurate detailed reports and records. Recorded patients' medical information and vital

signs. Prepared patients for and assisted with examinations or treatments.

AFFILIATIONS

- Sigma Theta Tau International Honor Society of Nursing 12/2018-Present
- American Association of Nurse Practitioners 12/2018-Present

Mary Donikowski
Nurse Practitioner

**IMA Professional
Services of PA PC
9/2018 – present**

Professional Summary

Registered nurse for over twenty five years caring for patients at the bedside. Began nursing career on a telemetry unit treating the cardiac population including post-operative open hearts, angioplasty, and patients experiencing cardiac arrhythmias. Currently working on an outpatient unit caring for a wide variety of ambulatory patients. Additional expertise includes charge nurse role, preceptor, and strong clinical resource for peers. Member of a clinical ladder program that focuses on the enhancement of professional nursing. Participants of this program are actively involved in shared governance and other leadership roles. Chairperson of unit-based education committee and credential staff members yearly on unit competencies.

Licenses

Registered Nurse in the state of PA, license number [RN322915L]
Nurse Practitioner in the state of PA, license number [SP018483]

Professional Qualifications

Basic Life Support (BLS)
Certification [1990-present] Advanced
Cardiac Life Support (ACLS) [1993-
present] Medical-Surgical
Certification [July 2014-present]

Education and Training

Chamberlain College of Nursing
[Chicago, IL.] Master of
Science: Family Nurse

Practitioner Attending online
courses at Chamberlain [2014-2017]

Including 625 clinical hours of a variety of patient visits across the lifespan. Training occurred within a primary care and urgent care setting. Experience included assessments, diagnosing, treatment plans, documentation, patient education, and minor procedures.

**Edinboro University [Edinboro,
PA] Bachelor of Science: Nursing**

Attending nursing school including clinical rotations at local hospitals [1988-1992]

Professional Experience

Sept 2018 **IMA Professional Services of PA PC**
to Nurse Practitioner
present Disability, Occupational Health, Pre-Employment, VA

May 1998 **Saint Vincent Hospital**
to **Registered Nurse**
Aug. 2018

RN on short stay unit caring for outpatients. Populations include cardiac catheterizations, cardioversions, infusions, urology procedures, and other post-surgical patients. Functions as a staff nurse including the charge nurse role. Implementing patient assignments based on evaluation of staffing requirements. Performs all tasks with patient-centered focus while seeking opportunities for improvement of processes and treatment. Preceptor for new staff members including mentoring local nursing students. Clinical ladder level 4 RN demonstrates expert clinical experience and leadership qualities. Participates on hospital-wide committee focused on implementing evidence-based practice and process improvement throughout the institution.

May 1992 **Saint Vincent Hospital**
to **Registered Nurse**

May 1998 Initially as a graduate nurse then registered nurse on a telemetry unit caring for cardiac population. Managed patient care collaborating with physicians and other ancillary personnel.

May 1990 **Saint Vincent Hospital**
to **Student Extern**

May 1992 Program for student nurses who worked under the direct supervision of a RN learning the duties of being a nurse. Participating in the initiation of procedures and treatments necessary for the patients.

Awards

Nurse Excellence award nomination [2014], Saint Vincent Hospital, Erie, PA.

Professional Memberships

Member of American Nurses Association (ANA) [2010-present]

Volunteer Activities

Biometric Screening for the community
Participate in American Heart Walk

Skill Highlights

- Clinical experience for in and out patient populations
- Infusion administration
- Competency in hemostasis techniques for the management of post procedural patients
- Clinical ladder 4 RN [2008-present]
- Member of Clinical Nurse Practice Council [2010-2017]

DAVID J. DZURINKO, MD**IMA Group/IMA Professional Services of PA, PC****1/24/2017 – present****Medical Evaluations
Disability, Occupational Health and Pre-Employment****EDUCATION AND TRAINING:**

Undergraduate School:

BA, Biology - Colgate University, Hamilton, NY

August 1969 - June 1973

Graduate/Professional School

MD, School of Medicine Universidad Autonoma De Guadalajara, Guadalajara, Jalisco, Mexico

August 1974 - June 1978

Graduate Medical Education

Fifth Pathway, Swedish Covenant Hospital, Chicago, IL

Rush Medical School July 1978 - June 1979

Residency PGY1, University of Illinois, Chicago, IL

Mercy Hospital & Medical Center; Obstetrics & Gynecology July 1979 - June 1980

Residency PGY2-3-4, Medical College of Pennsylvania, Philadelphia, PA

Obstetrics & Gynecology July 1980 - June 1983

LICENSURE

1981 - present, Pennsylvania: MD-026315-E

BOARD CERTIFICATION (Specialty, subspecialty, year, number)

American Board of Obstetrics & Gynecology (#22686) 1986 - present

Maintenance of Certification 2009- present

APPOINTMENTS

Academic:

Clinical Instructor OB/GYN Medical College of Pennsylvania 1983-1994

Clinical Instructor OB/GYN Allegheny University School of Health Sciences/Medical School 1994-1998

Clinical Instructor OB/GYN Albert Einstein Medical Center 1998-2001

Assistant Professor (Adjunct) OB/GYN Temple University 1999-present

Hospital:

Frankford Hospital, Philadelphia, PA July 1983 - April 2001

Rolling Hill Hospital, Ekins Park, PA July 1984 - June 2001

Medical College of Pennsylvania/ Allegheny University of the Health Sciences
Jeanes Hospital, Philadelphia, PA
Northeastern Hospital, Philadelphia, PA
2009
Temple University Hospital, Philadelphia, PA
present

July 1983 -July 1998
May 1998 - present
June 2007 - May
June 2009 –

PROFESSIONAL ACTIVITIES

Clinical:

Samuel J. Garfield, MD, PC July 1983 - April 2001
Private practice partner OB/GYN
100% patient care OB/GYN
TPI, Inc. OB/GYN Physician May 2001 – present
Group Practice
100% patient care OB/GYN

PROFESSIONAL ORGANIZATIONS (Local, Regional, National)

Fellow American College of Obstetrics and Gynecology

1986 - present

EMPLOYMENT (time gap)

Chemical Assistant

Schwartz-Mann Biochemicals and Radiochemicals, Orangeburg, New York October 1973 - August 1974

October 1973-August 1974

(Revised May 2010

Revised July 2015)

OFAJBT/05/04/10

OFA/GH/07/29/15

CURRICULUM VITAE

ANTHONY J. ELISCO, D.O., P.C., F.A.A.O.S.

EDUCATION

1948-1952 Gilmore Academy, Gates Hills, Ohio
1952-1956 John Carroll University, Cleveland, Ohio
1958-1962 College of Osteopathic Medicine and Surgery, Des Moines, Iowa

POSTGRADUATE EDUCATION

1962-1963
Internship, Green Cross General Hospital
Cuyahoga Falls, Ohio

1965-1968
General Surgery Residency, Green Cross General Hospital
Cuyahoga Falls, Ohio

MEDICAL LICENSES

1962 Ohio, Still Active
1963 Pennsylvania, Stil Active

HOSPITAL AFFILIATION

Active Surgical Staff
UPMC Horizon
Shenango Valley Medical Center
Farrell, PA
Jameson Memorial Hospital
New Castle, PA

APPOINTMENTS AND POSITIONS

The IMA Group, October 2020 - Present
The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations and Occupational Health Exams.

Clinical Assistant Professor Dept. of Surgery PCOM, 1980-1995
Chairman General Surgery, SVMC, 1986-1987
Executive Committee, SVMC 1985,1986,1988,1990
Senior Member Dept. of Surgery, SVMC

BOARD CERTIFICATION

American Academy of Osteopathic Surgeons, 1981
Fellow American Academy of Osteopathic Surgeons, 1987

PROFESSIONAL AFFILIATIONS

American Osteopathic Association Pennsylvania
Osteopathic Medical Association American College of Osteopathic Surgeons
American Academy of Osteopathic Surgeons District IX
Local Pennsylvania Academy

SURGICAL PRACTICE

General Surgery - Limited to abdomen

No vascular surgery

Extensive experience gynecological surgery, including C-Sections

Some urology procedures including cystoscopy, ureteral catheterization, bladder surgery, scrotal and testicular surgery

FAMILY PRACTICE

1972 - 2020 Family Practice, New Castle, PA

1972 - 1994 Solo Practice

1993 - 2020 Primary Health Network Family Practice

PAST APPOINTMENTS

1.

PRESIDENT MEDICAL STAFF - ST. FRANCIS HOSPITAL NEW CASTLE, PA

CHAIRMAN EXECUTIVE COMMITTEE - ST. FRANCIS HOSPITAL NEW CASTLE, PA

MEMBER STRATEGIC PLANNING - ST. FRANCIS HOSPITAL HEALTH SYSTEM PITTSBURGH, PA

MEMBER BOARD OF TRUSTEES - ST. FRANCIS HOSPITAL, NEW CASTLE, PA

2.

PRESIDENT MEDICAL STAFF - SVOH

CHAIRMAN EXECUTIVE COMMITTEE - SVOH

CHIEF DEPT. OF SURGERY - SVOH

CHRISTINE FAHR, CRNP

Experience

- Nurse Practitioner
The IMA Group 11/2019 to Present
- The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations, Occupational Health Exams, and VA Exams.
- Family Nurse Practitioner
UPMC Altoona 02/2018 to Current
Altoona, PA
- Issued referrals to obtain specialized care for patients
 - Offered preventive services such as well-child, adult, and gynecological examinations
 - Assisted with the management of pain due to acute and chronic conditions
 - Assessed and repaired wounds with techniques such as liquid skin, sutures, and bandages
 - Evaluated and treated sexually transmitted diseases
 - Managed patients with acute and chronic conditions such as diabetes, heart disease, asthma, and COPD
 - Delivered high quality and compassionate treatment to indigent and low-income patients
 - Complied with hospital policies and procedures in an effort to ensure every patient's safety
 - Kept abreast of advances in medicine
 - Performed physical exams, ordered and evaluated lab tests, and prescribed medications
 - Managed pharmacological and non-pharmacological treatment of various disorders and diseases
 - Built trust and rapport with patients by listening to concerns, advocating for wellness and educating on acute and chronic health issues
- Family Nurse Practitioner
Nason Physician Group 01/2017 to 02/2018
Claysburg, PA
- Provided comprehensive care to patients of all ages in a Primary Care setting
 - Educated and counseled patients regarding compliance with prescribed therapeutic regimens
 - Performed therapeutic procedures such as I & D, suturing, and wound care
 - Prescribed and managed medications and other treatment regimens as appropriate
 - Referred patients to specialists as appropriate
 - Communicated with patients and families regarding diagnoses, test results, and follow up care
- Family Nurse Practitioner
MedExpress Urgent Care 04/2016 to 12/2016
Altoona, PA
- Provided and managed direct patient care, including physical exams, evaluations, assessments, diagnoses, and treatment
 - Ordered and interpreted diagnostic tests, including x-ray, EKG, and laboratory tests
 - Performed therapeutic procedures such as I & D, splinting, suturing, and wound care
 - Prescribed medications and other treatment regimens as appropriate
 - Referred patients to specialists as appropriate
 - Instructed and counseled patients regarding compliance with prescribed therapeutic regimens

Family Nurse Practitioner 08/2014 to 02/2016
Matrix Medical Network Altoona, PA

- Performed in-home comprehensive health assessments and physical exams for Medicare Advantage Members
- Reviewed and encouraged all preventive exams and screenings
- Provided extensive patient education regarding diagnoses, acute and chronic conditions, treatments, and medications
- Made referrals to Physicians, social service agencies, and care management professionals as needed

Registered Nurse 05/2005 to 01/2013
Altoona Regional Health System Altoona, PA

- Trained and mentored new RNs on best practices, hospital policies, and standards of care as a staff nurse in Surgical/Trauma ICU and PACU
- Addressed unit staff concerns, including staffing ratios, resource management, allocation of responsibilities, and optimized workload management as a member of the PACU Patient Care Committee
- Assisted Surgeons and Anesthesiologists with insertion of Central Lines, Arterial Lines, Nerve Blocks, Lumbar Punctures, and Dialysis Catheters

Managing Partner 07/1986 to 05/2005
Chris' Hallmark Altoona, PA

- Managing partner in a successful retail business
- Responsibilities included daily operations, payroll management, employee training, accounts receivable/payable, and purchasing
- Won several national and regional awards from the Hallmark Marketing Corporation for excellence in management, customer service, and operations

Education and Training

Master of Science: Nursing 05/2014
The Pennsylvania State University University Park, PA

Family Nurse Practitioner
• Health Resources and Services Administration (HRSA) Scholarship Recipient

Bachelor of Science: Nursing
The Pennsylvania State University University Park, PA

Bachelor of Science: Elementary Education
The Pennsylvania State University University Park, PA

Certifications

-
- Commonwealth of PA, CRNP License Number SP013983, Expires 10/31/2020
 - Commonwealth of PA, RN License Number RN562662, Expires 10/31/2020
 - CRNP Prescriptive Authority, License Number NPPA032249, Expires 10/31/2020
 - DEA Registration Number MF3897646, Expires 09/30/2022
 - AANP National Certification Number F06141342, Expires 06/24/2024
 - BLS Provider certified through American Heart Association, Expires 11/2019

Memberships & Affiliations

-
- Member of American Association of Nurse Practitioners
 - Member of PA Coalition of Nurse Practitioners
 - Member of Sigma Theta Tau International Honor Society of Nursing

Patrick D. Frisella, DO

Medical License and Certification:

| | |
|---|----------------|
| Pennsylvania Osteopathic and Surgeon License #OS019356 | July 2018 |
| New York State Medical License # 255862 | January 2010 |
| Diplomate American Osteopathic Board of Family Physicians #15343 | February 2012 |
| National Registry of Certified Medical Examiner #5893688569 | May 2014 |
| New York State Workers' Compensation Board # 255862-5B | October 2013 |
| Advanced Cardiovascular Life Support (ACLS) | October 2019 |
| Pediatric Advanced Life Support (PALS) | March 2019 |
| Basic Life Support (BLS) | September 2018 |

Medical Education:

| | |
|---|-----------|
| Family Medicine Residency Long Beach Medical Center Long Beach, New York | June 2011 |
| Osteopathic Traditional Internship Long Beach Medical Center Long Beach, New York | June 2008 |
| Doctor of Osteopathic Medicine New York College of Osteopathic Medicine Old Westbury, New York | May 2007 |

Pre-Professional Education:

| | |
|--|-------------|
| Bachelor of Science, Cum Laude Adelphi University Garden City, New York | August 2001 |
|--|-------------|

Clinical Experience:

The IMA Group July 2020 – Present
The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations and Occupational Health Exams.

Telemedicine Physician October 2019- Present

Teladoc Health, Inc., Purchase, New York

- Telemedicine physician addressing health concerns in pediatric, adult and geriatric population using both phone and video platforms.

Locums Urgent Care Physician

March 2019- Present

MedExpress Urgent Care placed by Weatherby Healthcare, Pennsylvania

- Attend to the acute care needs for pediatric, adult and geriatric populations.
- Perform minor office procedures including splinting, incision and drainage, minor laceration repair.

Locums Urgent Care Physician

September 2018-February 2019

Temple ReadyCare, Philadelphia, Pennsylvania placed by Medicus Healthcare Solutions

- Attended to the acute care needs for pediatric, adult and geriatric populations.
- Performed minor office procedures including splinting, incision and drainage, minor laceration repair.

Urgent Care Physician (Part-time/Per Diem)

April 2015-September 2018

UMD, Flushing, New York

- Attended to the acute care needs for pediatric, adult and geriatric populations.
- Performed minor office procedures including splinting, incision and drainage, minor laceration repair.

Urgent Care Physician (Per Diem/Full-time)

May 2017 – April 2018

UrgentMD, Cedarhurst, New York

- Attended to the acute care needs for pediatric, adult and geriatric populations.
- Conducted Commercial Driver's License examinations as a National Registry Certified Medical Examiner.
- Evaluated work-related injuries as a Workers' Compensation Board Authorized Provider.
- Performed minor office procedures including splinting, incision and drainage, minor laceration repair.

Urgent and Primary Care Physician

September 2012 – September 2017

Franklin Immediate Medical Care, Franklin Square, New York

- Attended to the acute and primary care needs for pediatric, adult and geriatric populations.
- Conducted Commercial Motor Vehicle examinations as a National Registry Certified Medical Examiner.
- Evaluated work-related injuries as a Workers' Compensation Board Authorized Provider.
- Performed minor office procedures including splinting, incision and drainage, minor laceration repair.

Primary Care Physician

November 2012 – April 2014

United Cerebral Palsy of Nassau, Roosevelt, New York

- Managed acute and chronic medical conditions for developmentally individuals in both intermediate care facilities and group home populations
- Established protocols for earlier diagnosis and management of disease to reduce utilization

Urgent Care Physician

October 2010 - July 2012

Nassau South Walk-In Medical, Oceanside, New York

- Evaluated and treat patient's acute health concerns for pediatric, adult and geriatric populations
- Performed minor office procedures including splinting, incision and drainage, minor laceration repair.
- Modified and created templates for electronic health records for improved work-flow and productivity.

Lecturing Experience:

Adjunct Professor

January 2012- August 2012

New York College of Health Professions, Syosset, New York

- Provided classroom instruction for Internal Medicine course to graduate Oriental Medicine candidates and Anatomy and Physiology course to undergraduate Massage Therapy students.

Research Experience:

Empire Clinical Research Investigator Program Fellow

July 2008- June 2009

Nassau University Medical Center, East Meadow, New York

- Projects:
 - Studying the effects of Dermatophagoides Pteronyssinus (Dp)–Induced Apoptosis on Confluent Human Lung Type II Epithelial Cells.
 - Studying the effects of V3 Loop Fragment of GP120 in Human Alveolar Pulmonary Epithelial (A549) Cell Model.
- Designed and conducted the experiment utilizing cell culture, thin membrane dialysis, flow cytometry and ELISA techniques.
- Prepared data and manuscripts for academic publication and scientific presentations.

Research Assistant (Medical school and Internship)

December 2005-June 2008

Departments of Neuroscience and Allergy and Immunology, New York College of Osteopathic Medicine

- Project: Studying SIRT 7 and mTOR binding sequences using Chromatin immunoprecipitation, DNA purification and cloning assays.
- Designed and assembled working cell culture facility for reconstitution, maintenance and cryopreservation of mammalian cell lines.
- Prepared data and manuscripts for academic publication and scientific presentations.

Research Assistant

May 2002-May2003

Nastech Pharmaceuticals Inc., Hauppauge, New York

- Basic Science R&D Project: Inhibitors of epithelial tight junction with in vivo and in vitro models.
- Devised protocols utilizing amplification of Phage Peptide Display Library, DNA purification, mammalian cell culture and primary tissue culture.
- Medical device Project: Standardization assays for FDA device.
- Analysis of Phase 1 clinical trial samples.

Senior Laboratory Assistant

December 2001-May2002

E.W. Bourne Behavioral Research Laboratory, Weil Medical College of Cornell University, White Plains New York

- Project: Studied the effects of atypical antipsychotic on feeding patterns on transgenic and wild type mice.
- Analyzed feeding data and presented in laboratory meetings.

Undergraduate Project Aide

April 2001-August 2001

Neuroscience Research Institute, SUNY Old Westbury, New York

- Project: In vivo invertebrate studies on the effects of stressors on endogenous opioids.
- Performed extraction and purification of endogenous opioids from animal tissue and human serum samples using HPLC and other bench chemistry techniques.

Skills and Personal Interest:

- Experimental Design.
- Computer Languages: intermediate Python programming.
- Data analysis and visualization using Pandas, Numpy, Matplotlib and Seaborn libraries.
- Basic Machine Learning using Scikit Learn library.
- Fluent in Italian and conversational in Spanish.
- Hiking, attending sporting events, and watching *Godzilla* movies with my wife and two children.
- Boxing, deadlifting, batting cages, and playing guitar.

Publications and Scientific Presentations:

Patrick D. Frisella, Jonathan Silverberg, Rauno Joks, and Marianne Frieri. Transforming growth factor beta: A role in the upper airway and rhinosinusitis—*Dermatophagoides pteronyssinus*–induced apoptosis with pulmonary alveolar cells. *American Journal of Rhinology & Allergy*. 2011 July/August; 25(4): 231-235(5).

German Torres, **Patrick D. Frisella**, Salman J. Yousuf, Samina Sarwar, Lauren Baldinger, Sherry M. Zakhary, and Joerg R. Leheste. A chip-cloning approach linking SIRT1 to transcriptional modification of DNA targets. *Biotechniques*. 2008 Jun;44(7):Pxii-Pxiv.

Patrick D. Frisella, Jonathan Silverberg, Marianne Frieri. Evidence for *Dermatophagoides Pteronyssinus* (Dp)–Induced Apoptosis on Confluent Human Lung Type II Epithelial Cells. Abstract presented at the American Academy of Allergy, Asthma and Immunology, 2009 AAAAI Annual Meeting Washington, D.C. Published in the *Journal of Allergy and Clinical Immunology* 2009 February; 123(2): Supplement e1-e44.

Patrick D. Frisella, Jonathan Silverberg, Rauno Joks, Maja Nowakowski, Marianne Frieri. The Induction of Apoptosis and TNF α by the V3 Loop Fragment of GP120 in Human Alveolar Pulmonary Epithelial (A549) Cell Model. Abstract presented at the American Federation of Medical Research 2009 Eastern Regional Meeting, Washington D.C. Published in *The Journal of Investigative Medicine* 2009 April; 57(4):577-622.

Patrick D. Frisella, Maja Nowakowski, Rauno Joks, Marianne Frieri. Altered Viability and Increased TNF Alpha Secretion of Human Type II Alveolar Cells Induced by Variable Loop 3 of HIV-1 gp120 Decapeptide. Abstract presented at the World Allergy Organization XXI 2009 World Allergy Congress, Buenos Aires, Argentina.

Patrick D. Frisella, Min-Kyung Jung, Shaun Wagner, Alina Frolova, Brooke Schneider, Steven Harris. Stressful Life Events and Symptomatic Nephrolithiasis: A Retrospective Chart Review Pilot Study. Abstract presented at the Eastern Regional Osteopathic Convention 2011, Hauppauge, New York. Abstract Proceedings, NYSOMS, p. 17, 2011.

Patrick D. Frisella, Min-Kyung Jung, Shaun Wagner, Alina Frolova, Brooke Schneider, Steven Harris. Stressful Life Events and Symptomatic Nephrolithiasis. Abstract presented at the American College of Osteopathic Family Physician Convention 2011, San Antonio, Texas.

**Rebecca Geyer
DNP, RN, FNP-C
Nurse Practitioner, IMA
Sept 2017 – present**

Academics:

Robert Morris University

Doctor of Nursing Practice
Family Nurse Practitioner

6001 University Blvd
Moon Township, PA

Aug 2011- May 2015

California University of Pennsylvania

Bachelor Science of Nursing

250 University Ave
California, PA

Aug 2010- July 2011

Mercy Hospital School of Nursing

Nursing Diploma

1400 Locust St
Pittsburgh, PA

Aug 2007- May 2009

Experience:

**IMA Professional Services of PA PC
Certified Nurse Practitioner**

Sept 2017 – present

MedExpress Urgent Care

Pittsburgh, PA

Certified Nurse Practitioner, Urgent Care

Aug 2015- Oct 2017

Assessment, diagnosis and management of pediatric, adult and geriatric patient in the urgent care setting.

UPMC Mercy Hospital

Pittsburgh, PA

Professional Staff Nurse, Emergency Department

June 2011- July 2015

Provided quality urgent and complex care for critical adult and pediatric patients in a level one trauma, burn and stroke center.

Professional Staff Nurse, Neurology Trauma

May 2009- July 2011

Demonstrates knowledge and skills necessary to provide care for the post-operative neurologic and trauma patient.

Research:

The Effect of Simulation Upon Primary Care Practitioners' Confidence Level in
Screening for Suicide. 2014-2015

Professional Organization:

American Association of Nurse Practitioners 2015
Sigma Theta Tau, Pi Rho Chapter 2011-2014

Licensure & Certifications:

National Registry of Certified Medical Examiners 2016
Certified Registered Nurse Practitioner, SP015079 2015
American Academy of Nurse Practitioners Certification, F06151571 2015
Prescriptive Authority, 023756 2015
Drug Enforcement Administration License 2015
National Provider Identification 2015
Pediatric Advanced Life Support 2011
Critical Crisis Management 2011
Pennsylvania Nursing License, RN607890 2009
Basic Life Support with Automatic External Defibrillator 2009
Cardiopulmonary Resuscitation 2009
Advanced Cardiovascular Life Support 2009
National Institute of Health Stroke Scale 2009
Trauma Certification 2009

References:

Available on request

James A. Goodyear, MD, FACS

EDUCATION

High School- William Tennent High School, Warminster, PA, Graduated 1966

Undergraduate-Temple University, College of Pharmacy, Philadelphia, PA. Bachelor of Science, Pharmacy, 1971

- Rho Chi National Pharmacy Honor Society, Class Valedictorian
- Phi Delta Chi National Service Fraternity

Medical School-Temple University Medical School, MD Degree, June 1975

- AOA Honor Medical Society-Active
- Babcock Surgical Honor Society

Internship (Categorical, Surgical)-Abington Memorial Hospital, Abington, PA June 1975 - July 1976

Residency (General Surgery)-Abington Memorial Hospital, Abington, PA, July 1976-June 1980

- Chief Surgical Resident, July 1979-June 1980

BOARD CERTIFICATION

General Surgery-Certification Number #27350

Primary Board Certification, 1982; Re-Certified, 1993, 2000, 2011

- Certification Valid Through July, 2023

Active Participant in ABS Maintenance of Certification process

PROFESSIONAL PRACTICE INFORMATION

North Penn Surgical Associates (General Surgery-Independent Group Practice)

North Penn Hernia Institute-Founder and Director

CURRENT POSITION

Physician Provider, The IMA Group

November 2018 – present

The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations and Occupational Health Exams.

PRIOR CLINICAL APPOINTMENTS

Abington, Lansdale Hospital, Jefferson Health-Lansdale, PA

July 1980 - December 2018

Active Staff-Department of Surgery, Division of General Surgery

PRIOR HOSPITAL LEADERSHIP POSITIONS

Medical Staff Bylaws Committee (Co-Chair)

Medical Director, Ambulatory Surgical Services

Organized Medical Staff Representative (to PAMED, AMA) 1996-present

Member, Task Force on EMR Template Design and Implementation

FORMER HOSPITAL POSITIONS HELD

Board of Directors (Physician Member), 2006-2008
Medical Director, Surgical Services, 2002-2006
Chairman, Division of General Surgery and Department of Surgery, 2000-2006
Chair, Operating Room Committee
Patient Safety Committee 2001-2006, Physician Patient Safety Officer
Medical Executive Committee, 1996-2011
Medical Staff Credentials Committee

PROFESSIONAL ORGANIZATIONS

Member, American Medical Association
Member, Pennsylvania Medical Society
Member, Montgomery County (PA) Medical Society
Fellow, American College of Surgeons
Fellow, Philadelphia College of Physicians
Member, American Hernia Society
Member, Institute for Healthcare Improvement

OTHER FORMER PROFESSIONAL ACTIVITIES and EXPERIENCE

Pennsylvania Health Care Quality Alliance (Board of Directors, Executive Committee)
The Joint Commission-Professional and Technical Advisory Committee (PTAC-H) Hospital
(American Medical Association, Alternate Representative) The Joint Commission Task Force Member
• Task Force on Medical Staff Standard MSOI.01.01
• Task Force on Emergency Department Therapeutic Standards
Clinical Trial Participating Surgeon, International Hernia Mesh Registry
Consultant and Lecturer, Ethicon Inc. "Advances in Hernia Techniques"
Professional Education/Preceptor, Ethicon Inc., Mesh and Hernia Repair Technique

MEDICAL SOCIETY LEADERSHIP POSITIONS

AMERICAN MEDICAL ASSOCIATION (AMA), member since 1980
Current AMA Leadership Positions
Member, AMA Council on Long Range Planning and Development-Chairman
Delegate, House of Delegates, 2005-present (Alternate Delegate 2003-2005)
Immediate Past Chair, Pennsylvania Delegation to American Medical Association, House of Delegates
Organized Medical Staff Section Representative, 1995 - present

Prior AMA Leadership Positions

Governing Council, AMA-Organized Medical Staff Section, 2006- 2012
Member AMA Task Force on Physician Data Release, 2009
AMA Representative to Joint Commission Task Force (MS.01.01.01)
AMA Alternate Delegate to The Joint Commission Professional and Technical Advisory Committee (PTAC-H)-
Hospital
Reference Committee D, A-2005
Co-Chair Great Northeast Caucus, AMA-OMSS

PENNSYLVANIA MEDICAL SOCIETY (PAMED), Member Since 1980

Leadership Positions

Past President (PAMED President, Oct. 2009-Oct. 2010)
Past Member-Executive Committee, Board of Trustees, 2008-2011
Chair, Physician Leadership in Quality and Value Task Force, 2010-present
Past Chair, Medical Staff Governance Development Task Force, current
Chair, Pennsylvania Medical Society Committee on Information Technology
Delegate, PAMED House of Delegates (from Montgomery County, PA), 1997-present
Organized Medical Staff Section Representative, present
Organized Medical Staff Section Governing Council, 1999-2005
• Vice Chair, PAMED Organized Medical Staff Section Governing Council, 2002-2004

- Chair, PAMED Organized Medical Staff Section Governing Council, 2004-2005
- Council on Patient Advocacy, 2002-2006
- Council on Political Advocacy and Governmental Affairs, 2006-present
- Chair, Commission on Health Care Facilities, 2005-2012
- Chair, Leadership Development Task Force, 2008 to 2010
- Chair (and member)-multiple Reference Committees
- Member-Task Force on Maintenance of Certification, present
- PAMPAC Board of Directors, 2000-2004
- PAMPAC Executive Committee, 2003-2004
- AMA Delegate, 2005 to present (Alternate Delegate, 2003-2005)
- Chair, PAMED Delegation to the American Medical Association-current

MONTGOMERY COUNTY (PA) MEDICAL SOCIETY -Member since 1978

Leadership Positions

Board of Directors, 1995-present

Chairman, Board of Directors, 2005 to 2009

Former Positions

- President, 2003-2004
- Secretary, 1997-2003

Julianne (Pereira) Hughes, MD

Medical Evaluations for IMA 9.30.2020 - present

PROFILE

- Board certified pediatrician with one year of Emergency Medicine fellowship training seeks hospitalist position
- Adept in diagnosis and management of acutely ill, hospitalized pediatric patients. Has expertise providing evidence-based clinical care in fast-paced environment.
- Extensive experience with pediatric procedures including lumbar puncture, vascular access, suturing and intubation.

EDUCATION

| | |
|--|-----------|
| Nemours/Alfred I. du Pont Hospital for Children, Wilmington, DE Pediatric Emergency Medicine Fellowship Elected to leave fellowship to pursue autonomous and primary patient care. | 2019-2020 |
| Northwell Health/Cohen Children's Medical Center, Queens, NY General Pediatrics Residency | 2016-2019 |
| Stony Brook University School of Medicine, Stony Brook, NY Doctor of Medicine | 2012-2016 |
| Fordham University, New York, NY Bachelor of Science: Natural Sciences Cum Laude | 2008-2012 |

LICENSURE AND CERTIFICATION

| | |
|---|--------------|
| American Board of Pediatrics Board Certified | 2019-present |
| Delaware Board of Medicine Medical License | 2019-present |
| New Jersey Board of Medicine Medical License | Pending |
| Advanced Cardiac Life Support Certificate | 2019 |
| Basic Life Support Certificate | 2019 |
| Pediatric Advanced Life Support Certificate | 2018 |

PROFESSIONAL MEMBERSHIPS

American Academy of Pediatrics
National Member
Section Member: Emergency Medicine
American Medical Association
National Member

LEADERSHIP AND COMMUNITY SERVICE

| | |
|--|-----------|
| HPV Regional Steering Committee (American Cancer Society) <i>Committee Member</i> Multi-disciplinary committee dedicated to improving HPV vaccination rates in NYC | 2018-2020 |
| AAP Section on Pediatric Trainees Best Practices Guideline <i>Contributor/Writer</i> Creating a Best Practices guideline for improving involvement of pediatric trainees in the AAP. | 2017-2019 |
| Pediatric Resident Senate (Cohen Children's Medical Center) <i>Senator</i> Selected by peers to bring resident concerns and suggestions to residency administrators. | 2016-2019 |
| Healthcare Working Group (Legislative Office of Senator Jennifer Beck) <i>Physician Advisor</i> Provided physician/medical perspective on key pieces of legislation that were voted upon by the New Jersey Senate | 2014-2017 |

American Medical Association (Stony Brook University SOM) 2012-2016
Board Member - Stony Brook Chapter

HONORS AND AWARDS

Resident of the Month 2018/2019
Cohen Children's Medical Center

Selected for exemplary performance in the Pediatric Emergency Department

Barry Collier Award 2014

Stony Brook University School of Medicine

International research fellowship

Dean's List 2008-2012

Fordham University

Scholarship 2008-2012

Fordham University

Full, merit-based

PUBLICATIONS AND PRESENTATIONS

Hughes, J., Barata, I., "Chapter 20: Chronic Pain", *Pediatric Traumatic Emergencies*. Oxford University Press, April 2020

Hughes, J., Barone, S., "Improvement in management of patients with staphylococcus epidermidis-positive blood cultures after introduction of blood culture identification panel PCR", Poster Presentation, IDWeek, Washington D.C., October 2019.

Hughes, J., Barone, S., "Improvement in management of patients with staphylococcus epidermidis-positive blood cultures after introduction of blood culture identification panel PCR", Platform Presentation, Pediatric Academic Society Conference, Baltimore, Maryland, April 2019.

Hughes, J., Leibowitz, J., Sewarnine, M., "Factors Contributing to the Decision to Test and Treat for Neonatal Herpes Simplex Virus." Poster Presentation, Pediatric Academic Society Conference, Baltimore, Maryland, April 2019.

Hughes, J., "Global Well-Baby Newborn Care", Presentation, Grand Rounds, Thika Level 5 Hospital, Thika, Kenya, March 2018

Hughes, J., "Fever of Unknown Origin", Presentation, Gemini Conference, Cohen Children's Medical Center, New Hyde Park, NY, November 2017.

Epelman, M., Mohtadi, L., **Pereira, J.**, Accacha, S., "Does DKA at Diagnosis Predict Better Glycemic Control in Patients with Type I Diabetes Mellitus?", *Endocrine Reviews*, Volume 38, Issue 3, June 2017.

Pereira, J., Garrard, P. "Progressive Impact of Alzheimer's Disease on Written Language." Poster Presentation at Barry Collier Award Research Day, Stony Brook, NY, August 2014.

Pereira, J., Aslanova, M., Digrandi, M., "The Structural Modification of 6,8- Diprenylaromadendrin, An Approach to Improve the Anti-HIV Properties of this Natural Product." Poster Presentation at Fordham University Undergraduate Research Awards Day, New York, NY, January 2012.

Shay Jones, M.Ed

ACADEMIC DEGREES

- 2004 **Master of Education (M.Ed.)**
 Lock Haven University of Pennsylvania
 Lock Haven, Pennsylvania
 Subject Areas: Teaching & Learning
- 2001 **Master of Public Health (MPH)**
 Johns Hopkins University
 Baltimore, Maryland
 Subject Areas: Public Health (Epidemiology, Policy & International Public Health)
- 1991 **Bachelor of Health Science (BS)**
 Duke University
 Durham, North Carolina
 Subject Area: Physician Assistant Studies
- 1987 **Oriental Medicine Diploma (L.Ac.)**
 Meiji College of Oriental Medicine
 Suita City, Japan
 Subject Area: Acupuncture and Herbal Medicine
- 1977 **Bachelor of Arts (BA)**
 Wheaton College
 Wheaton, Illinois
 Subject Areas: Majors: Psychology, and Education ; Minors: Biology and German
 Illinois Teaching Certificate

PHYSICIAN ASSISTANT EXPERIENCE

- 2021 – present** **UPMC Geriatric Psychiatry**
Psychiatric Physician Assistant
Pittsburgh, Pennsylvania
- 2016 – 2020** **Concentra Occupational Medicine & Urgent Care**
Occupational Medicine & Urgent Care Physician Assistant
Pittsburgh, Pennsylvania
- 2015 -- 2016** **Keystone Anesthesia Associates**
Pain Medicine Physician Assistant
Pittsburgh, Pennsylvania
- 2013 – 2015** **MedExpress Urgent Care**
Urgent Care Physician Assistant
Pittsburgh, Pennsylvania
- 2009 – 2013** **Triangle Urological Associates**
Urology Physician Assistant
Pittsburgh, Pennsylvania
- 2006 – 2009** **Children’s Dermatology Services**
Dermatology Physician Assistant
Wexford, Pennsylvania
- 2004 – 2006** **Heritage Valley Health System**
Emergency Room Physician Assistant
The Medical Center
Beaver, Pennsylvania
- 2001 – 2006** **University Professor in Physician Assistant Programs (see Education Hx)**
- 1997 -- 2001** **PhyAmerica, Inc.**
Emergency Room Physician Assistant
National Naval Medical Center
Bethesda, Maryland
- 1996 -- 1997** **Community Health Plan**
Internal Medicine Physician Assistant
Albany, New York
- 1995 -- 1996** **United States Peace Corps/United States Department of State**
Medical Officer
Chengdu, Sichuan, China
- 1993 -- 1994** **Back Health in Seattle: The Lassard Group**
Back and Neck Pain Clinic
(part-time while working 12 hr shifts at ED job 3-4 d / wk)
Seattle, Washington
- 1991 -- 1995** **Valley Medical Center**
Emergency Room Physician Assistant
Kent, Washington

LICENSES & CERTIFICATIONS

- 1) **NCCPA Certification:** Expiration date: 12/31/2021
National Certification Commission of Physician Assistants
Certification number: 1028868
- 2) **Pennsylvania PA License:** License Number: MA051668, exp 12/31/2022
- 3) **DOT Certification** since 2014

TEACHING EXPERIENCE

- 2004 -- 2006** **Duquesne University**
Clinical Instructor
Department of Physician Assistant
Pittsburgh, Pennsylvania
Subjects taught:
Pediatrics, Genetics, History and Physical Exam, PA Profession, Medical Procedures, Lab Science
- 2001 -- 2004** **Lock Haven University of Pennsylvania**
Associate Professor
Physician Assistant Program
Lock Haven, Pennsylvania
Subjects taught:
Research, Emergency Medicine, Psychiatry, Medical Decisions and Ethics
- 1982 -- 1989** **Shukugawa College**
Instructor
English Department
Shukugawa, Japan
Subjects taught: English conversation and writing
- 1979 -- 1980** **University of Minnesota**
Graduate Teaching Assistant
Philosophy Department
Minneapolis, Minnesota
Subject taught: Comparative Religion
- 1977 -- 1978** **Lombard High School**
High School Teacher (substitute)
Lombard, Illinois
Subjects taught: Biology and German

WRITER-PRESENTER EXPERIENCE

PUBLICATIONS & POSTERS

- 02/2007 "Molluscum Contagiosum and Treatment Options" Authors: Shay Jones, PA-C, Douglas Kress, MD.
A Supplement to Cutis
- 12/2005 "Improving PANCE Scores: Does the Rotation Sequence Matter?" Poster presentation.
Pennsylvania Society of Physician Assistants
2005 Convention. Pittsburgh, Pennsylvania.
- 11/2004 "Parental Vaccine Resisters: Civil Rights and Social Role" Poster presentation. American Public Health Association,
2004 Annual Meeting, Boston, Massachusetts.

PRESENTATION WRITINGS

- 02/2008 "Alopecia Areata: A Dermatologist's Perspective" Writers: Shay Jones, PA-C, Douglas Kress, M.D.
Presenter: Douglas Kress, M.D.
PPT presentation at: National Vitiligo Support Group Meeting
- 11/2007 "Update on Pediatric Dermatology"
Writer & Presenter: Shay Jones, PA-C
University of Pittsburgh, Nurse Practitioner Program guest speaker.
- 10/2007 "Anti-Fungal Therapies in Pediatric Dermatology" Writers: Shay Jones, PA-C, Douglas Kress, M.D.
Presenter: Douglas Kress, M.D.
PPT presentation at: Several speaking engagements
- 02/2007 "Severe Atopic Dermatitis: Systemic Treatment Update" Writers: Shay Jones, PA-C, Douglas Kress, M.D.
Presenter: Douglas Kress, M.D.
PPT presentation at: American Academy of Dermatology, Annual Meeting, Washington, DC.
- 12/2006 "Atopic Dermatitis: Updates on Topical Treatments" Writers: Shay Jones, PA-C, Douglas Kress, M.D.
Presenter: Douglas Kress, M.D.
PPT presentation at: Caribbean Dermatology Meeting

- 11/2006 “Update on Pediatric Dermatology”
Writer & Presenter: Shay Jones, PA-C
University of Pittsburgh, Nurse Practitioner Program guest speaker.
- 10/2006 “Molluscum Contagiosum and
Treatment Options” Writers: Shay
Jones, PA-C, Douglas Kress, M.D.
Presenter: Douglas Kress, M.D.
Webcast CME for Elsevier at: <http://www.viralskindiseases.com>

Brittany R. Kershaw PA-C, MSPAS

Diligent, motivated and reliable. Excellent interprofessional skills with a focus on providing optimal patient care. Qualified and motivated to expand career as a Physician Assistant in the weight loss setting.

Employment ***Tower Health Urgent Care*** | 33 West Ridge Pike Limerick PA
Urgent Care
December 2018-Current

Stowe Medical Group | 555 Glasgow Street, Stowe PA
Internal Medicine
December 2015-December 2018

Education ***King's College Physician Assistant Program*** | Wilkes-Barre, Pennsylvania
Master of Science in Physician Assistant Studies, August 2015
Lester Saidman Society

King's College | Wilkes-Barre, Pennsylvania
Bachelor of Science in Medical Studies, 2014
Honors of Magna Cum Laude
Dean's List
The Aquinas Society
Pre-Physician Assistant Society

License and Certification ***Board Certified Physician Assistant***
Expires 2025

BLS, ACLS and PALS Certifications
Expire January 2021

| | | |
|-------------------------------------|---|--------------------------|
| Clinical Rotations | <i>Family Practice 3 Month Preceptorship</i> Bognet Medical Associates, Allentown PA Dr. Joseph Bognet, DO | <i>May – Aug. 2015</i> |
| | <i>Hematology and Medical Oncology</i> St. Luke’s Cancer Care Assoc., Bethlehem PA Dr. Yacoub Faroun, MD | <i>Mar. – May 2015</i> |
| | <i>General Surgery</i> Grand View Surgical Associates, Sellersville PA Jennifer Cramer, PA-C | <i>Feb. – Mar. 2015</i> |
| | <i>Pediatrics</i> PMC Physician Associates Pediatrics, Stroudsburg PA Dr. Garry Hamilton, MD | <i>Jan. – Feb. 2015</i> |
| | <i>Internal Medicine</i> Internal Medicine Associates of Hazleton, Hazleton PA Dr. Leocadia Prawdzik, DO | <i>Nov. – Dec. 2014</i> |
| | <i>OB/GYN</i> St. Luke’s OBGYN, Bethlehem PA Wendy Lukens, PA-C | <i>Sept. – Nov. 2014</i> |
| Clinical Rotations Continued | <i>Emergency Medicine</i> Gnadon Huetten Memorial Hospital, Lehighton PA Dr. David Hochhauser, MD, Maria Braskie, PA-C | <i>Aug. – Sept. 2014</i> |
| | <i>Psychiatry</i> Berkshire Psychiatric and Behavioral Services, Reading PA Dr. Mark Putnam, MD, CPE Eric Buckwalter, PA-C | <i>July – Aug. 2014</i> |
| Professional Associations | American Academy of Physician Assistants Pennsylvania Society of Physician Assistants | |

David B. Klebanoff, M.D.

PROFILE

Distinguished OBGyn with a successful 34 year track record of examining and treating over 5,000 patients after successfully starting and managing a private practice devoted to obstetrics, gynecology, maternal-fetal medicine, urogynecology, reproductive biology and health, menopausal and post-menopausal health and gynecologic endoscopic and vaginal surgery. Recognized as a sensitive and highly collaborative medical practice leader with an exceptional ability to bring out the best in others and deliver patient services with great skill and care.

Seeking a position in a company where I can take advantage of my deep medical training knowledge and patient care experience that requires a catalyst with the drive, discipline, talent, and experience needed to contribute to the company's strategic mission. Key strengths include:

- Medical Expertise
- Regulatory Perspective
- Natural Curiosity and Broad Thinking
- Fortitude to try New Approaches
- Analysis and Problem Solving
- New and Creative Solutions
- Impeccable Integrity
- High Energy

QUALIFICATIONS

Fellow of American College of OB/GYN, Board Certified, 1988 – Present

Medical License issued by Commonwealth of Pennsylvania, 1981 - Present

PROFESSIONAL EXPERIENCE

The IMA Group (June 2016 – Present)

The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations and Occupational Health Exams.

Complete Women's Care, P.C. (June 2007 – June 2015)

- President of two-physician general OB/GYN medical practice

Temple Physicians, Inc. (June 2002 - June 2007)

- Employee of hospital-based general OB/GYN medical practice

Tri-County OB/GYN (July 1985 - June 2002)

- Partner in four-physician general OB/GYN medical practice

EDUCATIONAL BACKGROUND

Residency, Temple University Hospital, Obstetrics & Gynecology (1981 -1985)

- Elected Chief Resident 1984-1985; instructed junior residents in medical procedures and academic training

Temple University School of Medicine, Philadelphia, PA (M.D. 1977 -1981)

Muhlenberg College, Allentown, PA (B.S. 1973 - 1977)

PROFESSIONAL AFFILIATIONS & ACTIVITIES

Clinical Instructor

- Abington Memorial Hospital, OB/GYN Residency Program (1998 -- 2002)

- Mercy Suburban Hospital, OB/GYN Residency Program (1990 - 2002)

Physician Consultant- Midwifery Practice (1988 -- 2002)

- Provided physician coverage to privately owned midwifery practice.

Member of the Quality Committee of Jeanes Hospital (2002 - 2007)

Certified Proctor - Novasure Endometrial Ablation Surgical Device (2006)

Preceptor for Salus University Physician's Assistant Program (2011 - 2013)

CONTINUING MEDICAL EDUCATION

Electronic Fetal Monitoring Recertification through the NCC, June 12, 2015

PACE PROGRAM (Physician Assessment and Clinical Education Program), October 31, 2014

INFORMED 2014 Pennsylvania Patient Safety Update

Yearly Maintenance of O8/GYN Board Certification

AGOG Update Series- Yearly Completion

Perinatal Quality, Risk and Safety Initiative, July 2013

Mayo Clinic Gynecologic Surgery Update, October 2013

Physicians Reciprocal Insurers - Communication Skills for Partnering with Patients, June 2012

Partnering with Physicians for Best Clinical Documentation, September 2012

Holy Redeemer Hospital Safe Care Training, March 2012

Curriculum Vitae

Ahmed Kneifati, MD

Certification: Board Certified American Orthopedic Board-1982
FLEX-1976
ECFMG-1973

Experience:

02/2017 to Present

The IMA Group

The IMA Group is a national leader with a reputation for providing high quality medical, psychological and speech and language evaluations. We focus on Social Security Disability, Employability, and Independent Medical Evaluations, and Occupational Health Services. Our clients include local, state, and federal agencies, as well as private insurers and corporations. Duties include Social Security Disability Consultative Examinations and Occupational Health Exams.

08/2016 – 02/2017 : Private orthopedic practice:
Sunbury, PA 17801

01/2014 – 02/2015: PPG Lagrange Hospital, Lagrange, IN 46761
Full time employed position general orthopedic and pediatric orthopedic.

09/1996 – 01/2013: Practiced Orthopedic Surgery and Pediatric Orthopedic
Surgery at a private clinic and private hospital.
Arabic Medical Center
Aleppo, Syria

07/1981 – 09/1996: Private Practice at Sunbury Hospital, Sunbury, Pennsylvania U.S.A

Post-Graduate Training:

07/1980 – 06/1981: Fellowship in Pediatric Orthopedic DuPont Institute
Wilmington, Delaware U.S.A

07/1976 – 06/1980: Orthopedic Surgery Residency at Hamot Hospital
Erie, Pennsylvania U.S.A
Including: 6 months fellowship in Basic science at Duke University,
Durham, North Carolina, U.S.A, 1978 and 6 months Pediatric Orthopedic
at Shrine Hospital, Erie, Pennsylvania, U.S.A, 1979

07/1975 – 06/1976: Rotating Internship M.S.OS. Hamot Hospital: Erie, Pennsylvania, U.S.A

11/1974 – 03/1975: Internal Medicine Royal Alexandria Hospital North Wales, England

Education:

09/1967 – 08/1973: Aleppo Medical School

M.D. Degree Aleppo University – Aleppo, Syria

Medical Licensure

Pennsylvania Certification number MD-037158-L

Virginia license number 0101253725 Expiration 1/31/2016

Indiana license number 01073283A expiration 10/31/2015

Titles:

Fellow in Academy of American Orthopedic Surgeons

Board Certified American Orthopedic Board

Pediatric Orthopedic Surgeon

Orthopedic Surgeon

Visa status: US citizen

CURRICULUM VITAE

MELITA M. KONECKE, M. D.

EDUCATION:

Bachelor of Science- Wilkes University 1975-1977

Medical Degree-Hahnemann University 1977-1981

RESIDENCY IN FAMILY PRACTICE:

Prince George's Medical Center 1981-1983

Cheverly, Maryland

United Health & Hospital Service

Kingston, Pennsylvania

1983-1984

BOARD CERTIFICATION

July 1984, 1990, 1997 American Academy of Family Physicians Recertification

September 1996 Fellowship American Academy of Family Physicians

EMPLOYMENT:

February 2020 - Present

The IMA Group

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September 1983 - June 1988

Wilkes-Barre General Hospital

Emergency Department

July 1984 - March 1986

Wilkes-Barre Mercy Hospital

Emergency Department

February 1985 - March 1986

Pocono Medical Center

April 1986 - October 1991

Solo Private Practice

June 1995 - October 1997

Linden Medical Group

December 1991-September 1995

Nesbitt Memorial Hospital

Emergency Department

August 1995 - September 2000

ProWorks Occupational Health Clinic

September 2000 - April 2019

Wyoming Valley Healthcare System

Employee Health Services

August 2008 - April 2019

Wilkes-Barre General Hospital

Physician Utilization Director



JUSTINE MAGURNO, M.D.

PHYSICIAN CAREER PROFILE

Core Knowledge & Skill Areas:

- ◆ Family Practice
- ◆ Clinical Research

Recent Experience IMA Group/IMA Professional Services of PA, PC 10/07 - present

DIRECTOR, MEDICAL OPERATIONS 10-08 - present

STAFF PHYSICIAN (10-07 - 10-08)

Team leader for medical operations group; review of training materials, SOPs; interface between physicians and staff; radiation safety officer; new physician training; complaint resolution. Duties also include performance of disability, employability, insurance, world trade center, and other examinations.

Recent Experience REGIONAL CLINICAL RESEARCH, Endwell, NY 10/03 - 10/07

RECRUITER/COORDINATOR

Responsible for recruitment of appropriate subjects for clinical trials in a wide variety of therapeutic areas, assisting in review of potential new studies, placement of subject recruitment advertising in print, radio and TV. Clinical research coordinator neurosurgical studies, medical writing (2007 only).

Family Practice Experience UNITED MEDICAL ASSOCIATES, Owego, NY 2/96 - 10/03

PHYSICIAN, FAMILY PRACTICE

Office, nursing home and hospital (through 1997) based patient care. Preceptor for third year medical students. Member Pharmacy and Therapeutics Committee, Wilson Hospital 1997.

- ◆ Subinvestigator for clinical trial antihypertensive agent.

Teaching Experience SUNY Upstate Medical University 2002 - 2010

CLINICAL ASSISTANT PROFESSOR OF FAMILY MEDICINE

Clinical preceptor for third year medical students. After leaving United Medical Associates, I no longer taught, but was still considered voluntary faculty until 2010.

Residency WILSON FAMILY PRACTICE RESIDENCY, Johnson City, NY 1/95 - 1/96

RESIDENT, FAMILY PRACTICE

Updated clinical skills prior to re-entering clinical practice.

- ◆ Helped develop protocol evaluating the utility of routine laboratory testing in nursing home residents.



Pharmaceutical
Industry Experience

PROCTER & GAMBLE PHARMACEUTICALS, INC., Norwich, NY 4/90 - 1/95
(formerly Norwich Eaton Pharmaceuticals, Inc.)

SENIOR SCIENTIST (1994 - 1995)
SCIENTIST (3/93 - 12/93)
GROUP LEADER (4/90 - 2/93)

In Medical Research, responsible for medical aspects of clinical trial program development and implementation. This required cooperation with multiple other departments, including pre-clinical, regulatory, sales and marketing. Assisted in medical evaluation of potential compounds for acquisition. In Medical Affairs, also in cooperation with other departments, responsible for technical support for medical communications, evaluation adverse events, revision product labeling, review of sales training and advertising materials.

- ◆ Designed clinical development program to obtain (FDA) approval of a novel cardiovascular agent, and, in conjunction with other departments, designed, implemented and analyzed some Phase I studies for this program.

A.H. ROBINS Co., Richmond, VA 7/87 - 4/90

SENIOR PHYSICIAN (7/88 - 4/90)
PHYSICIAN (7/87 - 7/88)

Medical Monitor for Phase III and IV and Drug Metabolism studies. Assisted in protocol design and review of final clinical study reports. Responsible for medical review advertising and educational materials, and in cooperation with other departments, product labeling and adverse drug reaction. External communications with health care professional and consumers. Occasional contact with news media.

KELLY SERVICES, Richmond, VA 3/87 - 7/87

Worked at A.H. Robins beginning 4/87. Data entry, response to outside inquiries for a post-marketing study. Subsequent expansion of responsibility for adverse drug reactions, review of advertising materials.

Family Practice
Experience

LOUDON STREET MEDICAL ASSOCIATES, Winchester, VA 8/85 - 12/86

- ◆ Developed treatment protocols for Physician Assistants.

KRON MEDICAL, Chapel Hill, NC 5/85 - 8/85

Locum Tenens agency assigned to Loudon Street Medical Associates, who purchased my contract.

HUMANA MED FIRST, San Antonio, TX 8/84 - 5/85

SHANNOCK VALLEY AREA MEDICAL FACILITY, Kittanning, PA 7/82 - 7/84

- ◆ Chairman Quality Assurance Committee, Armstrong County Memorial Hospital
- ◆ Member, then Chairman Utilization Review Committee, Wesley Manor Health Care Center (nursing home).



HOFFMAN MEMORIAL MEDICAL CENTER, East Brady, PA 7/81 - 7/82

SEIDLE MEMORIAL HOSPITAL, Mechanicsburg, PA 1980

SERA TECH BIOLOGICALS, Harrisburg, PA 1979 - 1981

Chemistry Work Exp U.S. Consumer Product Safety Commission, Bethesda, MD 7/75 - 8/75

EDUCATION AND TRAINING **WILSON FAMILY PRACTICE RESIDENCY, Johnson City, NY**
Residency Family Practice (1995 - 1996)

POLYCLINIC MEDICAL CENTER, Harrisburg, PA
Internship and Residency Family Practice (1978 - 1981)

MEDICAL COLLEGE OF VIRGINIA/VCU, Richmond, VA
M.D. (1978)

COLLEGE OF WILLIAM AND MARY, Williamsburg, VA
B.S. with Honors, Chemistry (1974)

HONORS Member, Delta Omicron
Honors Graduate, College of William and Mary

CERTIFICATION American Board of Family Practice **2009 - 2016**
1996 - 2003
1981 - 1988

LICENSURE New York - 199958 6/30/95 - 2003, active
2004 - 8-30-07, inactive
8-31-07 - present, active

Ohio - 097879 8-26-11 to present

Connecticut - 051377 10-1-12 to present

Pennsylvania - MD 023156 - E 11/29/79 - 12/31/86
1990 - 12/31/02
2003 - present, inactive

Virginia - 0101 038157 5/31/85 - 10/31/02
current - inactive

Texas - G7537 8/84 (temporary)2/24/85 - 12/5/88

Randall David Miller, MD

Medical Evaluations

IMA Professional Services of PA PC

August, 2015 - present

- Accomplishments:**
- > 3 years as medical director providing evaluation of service members with medical disabilities, as well as the recruitment and training of providers to perform similar evaluations
 - > 4 years providing care to active duty soldiers, and performing Medical Evaluation Board evaluations for the U.S. Army
 - > 6 years providing medical care to U.S. Service veterans through the Department of Veterans Affairs
 - > 16 years in Family Medicine group practice in a small town setting
 - > Administrative and Medical Director experience at a county medical bureau, a Job Corp program, and various community organizations
 - > peer review and medical leadership experience as Family Practice department, and utilization review committee chair in a community hospital setting
-

| | | | | |
|---------------------------------|--------------------------|--------------|-----------------|----------------------|
| <u>Medical Licensure</u> | > State of Pennsylvania | #MD441626 | 12/13/10 | Exp: 12/31/16 |
| | > State of Alaska | #5596 | Issued: 7/25/05 | 12/31/16 |
| | > State of Vermont | #042-0009466 | 4/28/97 | 11/30/16 |
| | > State of Massachusetts | #79045 | 4/1/94 | In active 11/17/2014 |
| | > State of New York | # 213-398 | 3/16/99 | Inactive 11/17/04 |
| | > State of Washington | # 19364 | 7/27/81 | Inactive 11/17/94 |
| | > State of Maine | # 10710 | 7/22/81 | Inactive 9/21/84 |

- Board Certification**
- > National Board of Medical Examiners
#235327 completed 7/1/81
 - > American Board of Family Practice
Initial certification 1983
Recertification 1989,1995,2001,2008
 - > Fellowship conferred, American Academy of Family Physicians 1994
-

- Education**
- > Oakland University, Rochester Michigan B.A. Biology 1966-71

- > University of Alaska, Fairbanks, Alaska M.A. Chemistry 1971-76
- > University of Washington School of Medicine
Seattle, Washington M.D. 1976-1980

Residency Training Program

- > Eastern Maine Medical Center
Family Practice Residency Program 1980-83
Bangor, Maine

Experience

- > 3/20/2011 –
Medical Director, TDRL Project
Ivan Walks and Associates, a contractor of the U.S. DoD
Responsible for recruiting and training providers to perform specified
medical and psychological evaluations of service members
Performance of disability evaluations on service members
Oversight of the process of evaluation
Development of the templates necessary for the performance of the
TDRL examinations
Clinical oversight of the Clinical Support Department at IWA
- > 9/2006 to 12/31/2010

Director of Medical Evaluation Board Department
Fort Wainwright, Alaska U.S.Army
MEDDAC-AK
Responsible for the evaluation of injured soldiers returning from combat,
and soldiers who have been determined to have medical conditions that
may result in their inability to meet military retention standards.
Responsible for preparation of the narrative summary for submission to
Physical Evaluation Board for determination of the soldiers fitness to
return to duty, or level of disability upon separation.

Primary care provider for soldiers in the Warrior Transition Unit (WTU)
Fort Wainwright Alaska.
Civilian GS-15/3 average work week 40-50 hours submitted plus
Ongoing CME

➤ 6/07 to 4/2011

Staff Physician, First Care urgent care center
Tanana Valley Clinic, Banner Health Services
Fairbanks, Alaska 99701

Full service urgent care center
Part time employment 4-20 hrs/mo
Full service urgent care including pediatrics, internal medicine,
gyn, geriatrics, minor orthopedics, minor surgery

➤ 9/2003-9/2006

Staff Physician, Fairbanks VA Medical Clinic
Fort Wainwright, Alaska 99707

General internal medicine in a VA clinic setting, including management of
a large panel of patients. Duties include complete H&P, ongoing management
of acute and chronic medical problems, minor surgery such as skin biopsies,
wound management, joint aspirations and injections.
Referral to specialty physicians, coordination of moderate to complex
care management, chronic pain management, and anticoagulation management.
Use of CPRS and CHCS I electronic medical records system

➤ 8/2000-8/03

Staff Physician, Bennington VA Outreach Clinic
325 North Street
Bennington, Vermont 05201

General internal medicine in a VA clinic setting, including management of
a large panel of patients. Duties include complete H&P, ongoing management
of acute and chronic medical problems, minor surgery such as skin biopsies,
wound management, joint aspirations and injections.
Referral to specialty physicians, coordination of moderate to complex
care management, chronic pain management, and anticoagulation management.

In this clinic, we also managed 160 elderly VA inpatients in
an adjacent VA long term care nursing facility.
Average work week 45-55 hours plus ongoing CME

➤ 3/00-8/00

convalescent leave for lumbar disc surgery –
Dr Robert Crowell, Berkshire Medical Center
Pittsfield, MA

> 3/1999-3/2000

Family Health Center, McClellan Health System

16 Danforth Street

Hoosick Falls, New York 12090

This was a full service family practice clinic that saw patients on a walk-in basis.

Primary care was provided to adult men and women, and pediatrics.

Minor surgery, laceration repair, minor orthopedics including casting.

Care was provided in an outpatient setting, with hospital care referred.

Average work week 60 contact hours plus CME

> 4/1994-2/1999

Northern Berkshire Family Medicine

820 State Road

North Adams, Massachusetts 01247

This was a full service family practice clinic that provided care in both the office

and hospital setting. 3 family practice physicians. Minor surgery and gyn care,

No obstetrics.

The hospital at the time I was there included admission to general medical units, as well as the ICU. Call was every third night.

Average work week 60 hours plus CME

>2/1994-3/1994 move across the country from Washington to Mass.

> 8/1983-2/94

Burlington Family Practice/ Evergreen Family Medicine

800 East Fairhaven Avenue

Burlington, Washington 98233

This was a full service family practice that provided but inpatient and outpatient

care, minor office surgery, obstetric, gyn, and pediatric care. The hospital practice

included non-operative obstetrics, first assisting on major surgical cases, general

and ICU management of medical patients. Call was very third night.

Average work week 60-80 hrs plus CME

6/1983-8/1983 move across the country from Maine to Washington

7/1980-6/1983 Family Practice Residency Eastern Maine Medical Center

7/1976-6/1980 University of Washington School of Medicine

Clinical/ Admin
Appointments

- > Courtesy Staff Physician
Fairbanks Memorial Hospital
1600 Cowles St
Fairbanks, AK 99701 2006 – present
- > Staff Physician
Bassett Army Community Hospital
Fairbanks, Alaska 2003-present
- > Staff Physician, Veterans Health Administration
U.S. Department of Veterans Affairs 2000-05
- > Physician Reviewer
Health New England Insurance 1996-00
- > Health Improvement Council
Blue Cross/ Blue Shield of Massachusetts 1996-97
- > Clinical Instructor/Faculty
University of Massachusetts School of Medicine 1995-2003
- > Clinical Preceptor
Williams College, Williamstown, Massachusetts 1993-2003

- > Western Regional Medical Director
Massachusetts Academy of Family Physicians 1995-96
- > Staff Physician and Director of Practice Development
Northern Berkshire Family Medicine/ BCBSMA 1994-97
- > Chairperson, Department of Family Medicine
Affiliated Health Services, Mt. Vernon, Washington 1990-94

- > Medical Director
Skagit County Medical Bureau
Mt. Vernon, Washington 1989-94

 - > Medical Director
Warm Beach Senior Community
Marysville, Washington 1989-93

 - > Center Physician/Director of Medical Services
Cascades Job Corp Center
Sedro-Woolley, Washington 1987-94

 - > Chairperson, Utilization Review Committee
United General Hospital
Sedro-Woolley, Washington 1987-89

 - > Physician Reviewer
Professional Review Organization of Washington 1985-90
-

Hospital Privileges

- > Fairbanks Memorial Hospital
1600 Cowles St
Fairbanks, AK 99701 2006-12/31/10

- > Bassett Army Community Hospital
USA-Meddac-AK
Ft Wainwright, Alaska 99703 2003 – 12/31/10

- > Dept of Medicine
Alaska VA Healthcare System
Anchorage, Alaska 99509 2003 – 2006

- > White River Junction Regional Medical Ctr
US Department of Veterans Affairs
White River Junction, Vermont 05009 2003-2006
 - > Southwest Vermont Medical Center
Bennington, Vermont 05201 1998 - 2003
 - > Mary McClellan Health System
Cambridge, New York 12816 1999-2001
 - > North Adams Regional Hospital
North Adams, Massachusetts 01247 1994-1999
 - > Affiliated Health Services (United General Hospital)
Mount Vernon, Washington 99237 1983-1994
-

Elective Specialized**Training**

- > Fundamentals of Medical Management, Certificate
American Academy of Family Physicians 1996
 - > Certification in Geriatrics
American Society of Geriatrics 1998
 - > Drug Development for Pharmaceutical Physicians
Pharmaceutical Education and Research Institute 1999
 - > Executives International Leadership Training (annually) 1985-
1993
 - > Advanced Cardiac Life Support 1983
Q 2 yrs to present
 - > Advanced Pediatric Life Support 1995,2010
 - > Wilderness Medicine 2002
 - > Health and the Environment 2003
-

Organizations

- > American Academy of Family Physicians
- > Alaska Academy of Family Physicians
- > National Arbor Day Society
- > National Wildlife Federation
- > Save the Children Society
- > Vietnam Veterans of America, affiliate member

Research

- > Wound Healing in Bovine Lens Epithelium
Oakland University 1969
- > Virus Isolation in Human Breast Milk
Michigan Cancer Foundation 1974
- > Vermont Diabetes Collaborative 2002-03

**Interests/
Hobbies**

- > Spending time with family
- > Cabin life
- > Wilderness Medicine and Wilderness Travel
- > Mountain Biking
- > Leather Craft
- > Choral and Cantorial Singing

Life Goals

- To practice compassionate quality medicine in service of others
- To celebrate and enjoy time in my family
- To breathe deeply as I cherish each day
- To demonstrate a Never Better attitude – all the time
- To realize the Oneness of All



DAVID C. PULVER, M.D.

Curriculum Vitae

PROFESSIONAL ACTIVITIES:

Chief Executive Officer
The IMA Group
Tarrytown, New York
1989 - Present

Principal Investigator
IMA Medical Research, PC
1930 S. Broad Street, Suite 11
Philadelphia, PA 19145
2019- Present

Police Surgeon
Village of Elmsford, NY
1990- Present

Sub-Investigator
IMA Medical Research, PC
80-02 Kew Gardens Road, Suite 102
Kew Gardens, NY 11415
2012- 2018

Director of Clinical Research
IMA Clinical Research, Inc.
2011 - 2018

Principal Investigator
Affiliated with Medex Healthcare Research, Inc.
42 Broadway, Suite 1900
New York, New York 1004
2006 - 2011

Clinical Assistant Professor of Medicine
New York Medical College
2003-2007; 2010 – Present

Attending Physician
Chemical Dependency Unit
St. Agnes Hospital
White Plains, New York
1990 - 2003

President
HealthMed Physician Services, P.C.
Nanuet and New Windsor, New York
1983 – 1989

Attending Physician
Columbia University
Student Health Service
New York, New York
1980 - 1981

Assistant Adjunct Physician
Albert Einstein College of Medicine
Bronx Lebanon Hospital Center
Bronx, New York
1978 – 1981

Instructor in Pharmacology
Touro College
New York, New York
1974 - 1975

EDUCATION:

New York Medical College
Valhalla, New York
Degree: M.D., 1975

Yeshiva University
New York, New York
Degree: B.A., 1972

**POST-GRADUATE
EDUCATION:**

Fellow in Hematology
Montefiore Hospital and Medical Center
Bronx, New York
1979 - 1980

Resident in Internal Medicine
Metropolitan Hospital
New York, New York
1975 - 1978

**CURRENT ACTIVE
LICENSURE:**

Connecticut (2012), Reg. No. 51357
Colorado (2018), Reg. No. DR.0060725
District of Columbia (2013), Reg. No. MD041429
Florida (2000), Reg. No. ME 81472
Illinois (2019), Reg. No. 36.151304
Michigan (2002) Reg. No. 4301080886
Minnesota (2020) Reg. No. 68322
Missouri (2020) Reg. No. 2020014571
New Jersey (2001), Reg. No. 25MA07316900
New York (1976), Reg. No. 127629-1
Ohio (2011), Reg. No. 097192
Pennsylvania (2012), Reg. No. MD447352

CERTIFICATION:

Diplomate, American Board of Internal Medicine, Sept., 1978
Certified, American Society of Addiction Medicine, Dec. 1992
Diplomate, American Board of Addiction Medicine, May 2009

ZIBA R. MONFARED, M.D.

EXPERIENCE AND EDUCATION

- 2/2015-
Present **IMA Professional Services of PA, PC**
*Family Physician Consultant/Occupational Medicine examinations/VA disability assessment *Board Certified
- 4/2015-
11/2015 **Patient First PA medical Group, PLLC**
Glen Allen, VA 23060 Tel: (610) 991-3136
*Family Physician, DOT examinations, Urgent Care examinations, Laboratory Director

1/2015-4/2015 – credentialing process for Patient's First Employment
- 5/2010-
12/2014 **St. Luke's Physician Group - Nazareth Family Practice**
Nazareth, PA Tel: (610) 759-2208
*Family Physician
*Board Certified
- 2/2005 –
5/2010 **Susquehanna Medical Associates**
Allentown, PA Tel: (610) 797-1600
*Medical Director, Board certified Family Physician
- 9/2004 –
2/2005 **Sacred Heart Medical Associates; Sigal Center Family Practice**
Allentown, PA Tel: (610) 776-4888
*Full-time attending family physician (inpatient & outpatient)
- 9/2001 -
9/2004 **Sacred Heart Hospital / Temple University Program**
Allentown, PA Tel: (610) 776-4500
*Enrolled in Family Practice Residency Program
Graduated September 5, 2004
- 5/1999-9/2001 **DeSales University**
Allentown, PA
*Master of Science in Physician Assistant Studies *Graduated August, 2001 - GPA 3.8*
- 1998-2000 **Central Bucks Family Practice**
Doylestown, PA
*Medical Assistant *(Patient management, administration of immunizations, pulmonary function testing, and EKG).*

6/1996-5/1999 **Buckingham Valley Rehabilitation and Nursing Center**

Buckingham, PA

*Certified Nursing Assistant

2/1993-5/1996 **Enrolled in Stanley H. Kaplan Education Center** Philadelphia, PA

*Preparation for exam (USMLE Step 1 & Step 2)

7/1992-1/1993 **Central Military Hospital**, Santo Domingo, Dominican Republic

7/1992-6/1994 *Pasantia (Internship-rotations through Family Practice, Ob/Gyn, Internal
Medicine, Surgery & Pediatrics).

1988-6/1992 **Universidad Tecnologia de Santiago**, Santo Domingo, Dominican Republic

*Doctor in Medicine (M.D.).

PERSONAL DATA

United States Citizen

Board Certified in Family Medicine

Proficient in English/Spanish/Farsi

CERTIFICATIONS

Board Certified in Family Medicine, ACLS, PALS, D.O.T., LHI, QTC

JOHN E. REEL, JR, PA-C

HIGHLIGHTS OF QUALIFICATIONS

- ✓ NCCPA-Certified Primary Care and Surgical Physician Assistant with 30+years of experience.
- ✓ Masters Degree in Physician Assistant Studies with Specialization in Internal Medicine.
- ✓ Exemplary patient care and customer service provider. I specialize in excellent patient outcomes.
- ✓ Possess strong communication, organizational, and clinical skills; I work well under time constraints.
- ✓ Efficient at managing multiple tasks independently or as part of a multidisciplinary team.
- ✓ I understand the business of medical practice; billing, ICD-9 coding, electronic medical records.

EXPERIENCE SUMMARY

Physician Assistant, Family Practice, Internal Medicine, Occupational Medicine, Urgent Care.

*Certified DOT/CDL Examiner, National Registry of Certified Medical Examiners

Family Practice. Adept skills-set. Busy pediatric to geriatric, acute and chronic adolescent, adult, and seniors-care schedule. Strong experience in minor surgery/dermatology, orthopaedics, women's care, preventive care. All work and school Physicals. Call, rounds, hospital summaries, consults.

PA, NP, and Medical Student Preceptor. DEA. EMRs--MEDENT w/Dragon, Soapware, Next-Gen, PV.

Implemented improvements in patient flow, reducing patient wait times, improving efficiency/pt satisfaction.

Internal Medicine. Outpatient primary care and inpatient (hospitalist) admissions, rounds, consults, discharges. Emphasis in Pulmonary, Allergy and Critical Care-Ventilator patient management.

Occupational Medicine. Expertise in neck, back, joints pain-mgmt. DOT/non-DOT physicals, work comp, employee injuries and illnesses. Injury prevention training, ergonomic evaluations and training. Onsite trucking company employee health. Travel and Executive Medicine. CPR Training. Preceptor to NPs/PAs.

Urgent/Convenient Care. Strong experience in full-service convenient care. Primary Care, Emergency Care, Sports Medicine, Orthopaedics, Minor Surgery, Internal Medicine, Physicals, Immunizations. Affiliated Hospital System Occupational Medicine Provider. Student Preceptor. Patient frequency every 10-15 minutes.

RECENT PRACTICE HISTORY

| | |
|---|---------------------|
| Urgent Care/Occupational Medicine <i>Medexpress Urgent Care, Edwardsville, Wilkes-Barre, Williamsport, PA</i> | Oct 2014-Present |
| Family Practice/University Health Center (contract) <i>Monroe Family Practice Associates, Stroudsburg, PA</i> | Jan 2009-Sept 2014 |
| Family Practice (contract) <i>Whitehall Medical Associates, Whitehall, PA</i> | Aug 2013-Mar 2014 |
| Family Practice/Occupational Medicine (contract) <i>Sacred Heart Health System, Multiple offices</i> | April 2013-Dec 2013 |
| Urgent Care/Primary Care (contract) <i>Northwood Primary Care/Urgent Care, Bartonsville, PA</i> | Jan 2012-Nov 2012 |
| Primary Care/Urgent Care (contract) <i>Sussex County Medical Associates, Milford, PA</i> | July 2011-Sept 2011 |
| Family Practice/Internal Medicine (part-time) <i>Lehigh Valley Primary Care, White Hall, PA</i> | Aug 2009-Dec 2009 |
| Family Practice/Occupational Medicine (part-time) <i>Family Practice Centers, Watsontown, PA</i> | Sept 2008-Oct 2009 |
| Occupational Medicine/Urgent Care (contract) <i>Concentra Medical Centers, Wilkes-Barre, PA</i> | Nov 2007-July 2008 |
| Pulmonary/Allergy/Critical Care | April 2005-May 2007 |

Pulmonary and Allergy Associates, Sellersville, PA

OTHER PROFESSIONAL EXPERIENCE

| | |
|---|-------------------|
| Affiliate Faculty, Physician Assistant Instructor (part-time) <i>Pennsylvania College of Technology Physician Assistant Program, Williamsport, PA</i> | Oct 2008-Dec 2009 |
| Indian Health Service Internal Medicine Clinic (contract) <i>Pine Ridge and Kyle, SD Lakota Indian Reservation</i> | October 2007 |
| MIS/IT Director <i>Heinz Pet Products/ Starkist Foods, Inc., Bloomsburg, PA</i> | Oct 1994-Dec 1999 |
| Emergency Room Paramedic <i>USAF Hospital, Dover AFB, DE (MILITARY)</i> | Dec 1976-Feb 1981 |

CERTIFICATIONS

NCCPA-Certified Primary Care/Surgical Physician Assistant, Special Recognition in Surgery
Certified DOT/CDL Examiner, National Registry of Certified Medical Examiners
Advanced Cardiac Life Support, American Heart Association, Sacred Heart Training Center

EDUCATION

Master of Physician Assistant Studies, University of Nebraska Medical Center, 8/2006
Bachelor of Science, Physician Assistant Program, Hahnemann University, Philadelphia, 6/1984

AFFILIATIONS

Fellow, American Academy of Physician Assistants, 1/85 to Present
Member, American Academy of Family Practice Physician Assistants, 4/07 to Present
Small Aircraft Pilot, FAA Private/Instrument Rating, 4/78 to Present
Barbershop Singer, Bass in Chorus and Quartet, 2/98 to Present

Ashlynn Rice, PA-C

Work Experience

Hospitalist Physician Assistant

Evangelical Community Hospital - Lewisburg, PA December 2020 to Present

- Helping the hospitalist admit and care for patients with COVID19

General Surgery Physician Assistant

Evangelical Community Hospital - Lewisburg, PA May 2020 to Present

- Take care of surgical patients pre- and post-operatively
- Rounding and communicating with surgeons. Consults

Orthopaedic Physician Assistant

UPMC May 2019 to October 2019

- Rounded and cared for patients. Was not needed and was laid off

Lehigh Valley Hospital Volunteer

Allentown, PA May 2013 to May 2016

- Worked in the open heart and cancer units to learn patient interaction
- Practiced patient interaction by helping nurses with feeding patients and making sure they were comfortable

Global Health Minor Fieldwork

South Africa, Polokwane, Limpopo May 2015 to July 2015

- learning about the health care system
- Spent six weeks in South Africa learning about the health care system in this developing country
- Develop professional skills by shadowing doctors in each level of health care including traditional healer

Education

Certificate

University of Maryland Baltimore/Anne Arundel Community College
Baltimore, MD August 2018

Family Medicine

Franklin Square Hospital Center - Baltimore, MD February 2018 to March 2018

Internal Medicine

Baltimore Washington Medical Center - Glen Burnie, MD January 2018 to February 2018

Psychiatry

Regional Institute for Children and Adolescents - Baltimore, MD October 2017 to November 2017

Obstetrics/Gynecology

Medstar Southern Maryland Hospital Center - Clinton, MD June 2017 to July 2017

Pediatrics

Peninsula Regional Medical Center - Salisbury, MD May 2017 to June 2017

Master's of Health Science in Physician Assistant

The Pennsylvania State University

August 2015

Skills

- EMR (Less than 1 year)
- EPIC (Less than 1 year)
- EXCEL (Less than 1 year)
- INTERNET EXPLORER (Less than 1 year)
- MICROSOFT EXCEL (Less than 1 year)
- Medical Imaging
- Hospital Experience
- Medical Records
- Laboratory Experience

Certifications and Licenses

PA-C

BLS Certification

ACLS Certification

Technical Skills

- Computer- Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Internet Explorer
- EMR: Epic

CURRICULUM VITAE

Alexandra K. Smith-Demain, M.D.

**EDUCATION**

| | | |
|-------------|---|------------------------------------|
| 2007 – 2010 | Internal Medicine Residency - Categorical, University of Hawaii | Honolulu, HI |
| 2003 – 2007 | Doctor of Medicine, Temple University School of Medicine The Western Pennsylvania Hospital Clinical Campus | Philadelphia, PA Pittsburgh, PA |
| 1997 – 2001 | Bachelor of Arts, Magna cum laude, Biology, Bryn Mawr College | Bryn Mawr, PA |

LICENSURE

| | |
|------|---|
| 2016 | Pennsylvania Medical License # MD439846 Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Advanced Trauma Life Support (ATLS), and Pediatric Advanced Life Support (PALS) |
| 2016 | DEA Controlled Substance License # FS1986946 |

TECHNOLOGY COMPETANCIES

EHRs: Allscripts, Cerner, eClinicalWorks, EPIC, GE, McKesson, Meditech
Software Tools: MS Office (Excel, OneNote, Outlook, PowerPoint, Skype, and Word)

CURRENT POSITION: IMA Group/IMA Professional Services of PA PC

1/25/2017 – present
Medical Evaluations

HOSPITAL AND ACADEMIC POSITIONS

| | | |
|-------------|-----------------------|---|
| 2013 – 2016 | Urgent Care Physician | Butler, Kittanning, Sarver, and Slippery Rock centers Butler Health System (BHS) - FasterCare Urgent Care |
| | | <ul style="list-style-type: none"><input type="checkbox"/> Provided care to aging, economically challenged, underserved community coping with diabetes and other chronic health issues in central western Pennsylvania.<input type="checkbox"/> Sole provider in two locations averaging 60 patient encounters per day.<input type="checkbox"/> Regular patient stabilization/TOC to Butler Hospital or Pittsburgh Trauma centers.<input type="checkbox"/> Examined patients, reviewed medical history, ran tests, interpreted laboratory/radiology results, developed diagnosis, performed treatments and discharge orders. |
| 2016 | Urgent Care Physician | Allegheny, Beaver, Butler, and Lawrence County centers MedExpress |
| | | <ul style="list-style-type: none"><input type="checkbox"/> Locums placement (staff augmentation).<input type="checkbox"/> Given BHS experience, entrusted to work as solo MD and supervise clinicians.<input type="checkbox"/> Supported patient daily patient volumes of 120+ encounters.<input type="checkbox"/> Provided care to aging, economically challenged, underserved community coping with diabetes and other chronic health issues in central western Pennsylvania. |

HOSPITAL AND ACADEMIC POSITIONS (Continued)

- 2015 Urgent Care Physician Braddock, PA
Allegheny Health Network (AHN) – Braddock Urgent Care Center
- Onboarded as Primary Practitioner at AHN – Braddock, the first health care facility in a financially troubled, underserved community since UPMC left in 2010.
 - Worked with Program Director to codify Crash Cart, Pharmaceutical Dispensing, and Physician/Clinician patient-centric workflow roles & responsibilities.
 - Leveraged BHS experience in organizing and training staff to provide needed pediatric, primary, and geriatric patient care and to a grateful community.
- 2010 – 2012 Primary Care Physician Pittsburgh, PA
University General Medicine Associates, Shadyside Medical Building, UPMC
- Onboarded as 2nd Associate Practitioner in 7-person office to grow patient volume
 - Led outreach campaigns to Urgent Care facilities and local subspecialists.
 - Developed and personally funded creation of Practice Brochure – Services, Staff, Experience, Background & Interests – yielding a 200+% case load increase
 - Administered occupational health, rehabilitation/treatment, and discharging
- 2004 – 2005 Pathology Teaching Assistant Philadelphia, PA
Temple University School of Medicine, Department of Pathology
- Assembled and organized laboratory demonstrations, catalogued specimens, and organized benchmarking of 1st year cadaver autopsy overall program costs.
 - Developed and implemented cost control measures saving the department over \$500k in annual external vendor expenditures.

CLINICAL RESEARCH

- 2007 – 2010 Quality Improvement in Diabetes Mellitus Honolulu, HI
Researched existing diabetes treatment modalities and implemented improved methods of objectively measuring quality outcomes for diabetic patients.

COMMUNITY ACTIVITIES

- 2015 – Present Braddock Community Outreach, Health Awareness Braddock, PA
Given my experience in Oahu & Bloomfield, I firmly believe "Knowledge is Power," and strive to improve community education, screenings, and medical management tools for chronic conditions plaguing underserved areas like Braddock: Diabetes/Obesity, Hypertension/Cardiovascular Disease, COPD, Chronic Kidney Disease, HIV & Drug Addition/Opioids, Cancer Screenings, Aging/Dementia and Depression/Mental Health.
- 2011 – Present Ladies of Charity Pittsburgh, PA
A federation of women focused on addressing the problems of poverty injustice, and improving the quality of life for all people. We cooperate with other community groups on relief for the poor and betterment of the social condition. We strive to build a community, based on common goals and interests founded on friendship and trust.

- 2010 – 2014 Bloomfield Community Outreach, Health Awareness Bloomfield, PA
Supported community health awareness/outreach initiatives, blood pressure checks and routine wellness information to at-risk population.
- 2009 - 2010 Kuakini Medical Center Outreach Honolulu, HI
Taught community elementary school children about health, wellness, proper nutrition and demonstrated basic cardiac examination techniques

PROFESSIONAL AFFILIATIONS

- 2012 – Present Pennsylvania Medical Society (PAMED)
PAMED advances quality patient care, the ethical practice of medicine, and advocates for the patients served by their 16k Pennsylvania member physicians. The society promotes physician leadership, education, professional satisfaction, practice sustainability, and the public's health.
- 2010 – Present Allegheny County Medical Society (ACMS)
Affiliated with the PAMED and the American Medical Association (AMA), the Allegheny County chapter provides information and education on health and medical care and advocates the profession's interests in legislation and regulation.
- 2010 – Present American College of Physicians (ACP)
An international organization of Internal Medicine specialists and subspecialists, residents, fellows, and students offering a peer-reviewed journal, access to evidence-based clinical guidelines and decision support tools, policies and recommendations, CME training, meetings, courses, and practice management resources.

CONTINUING MEDICAL EDUCATION

- | | | |
|-------------|---|-------------------------------|
| 12/2016 | Various online classes fulfilling Patient Safety and Risk Management requirements | 12 AMA PRA Category 1 credits |
| 12/2016 | Recognition and Reporting of Child Abuse | 2 AMA PRA Category 1 credits |
| 07/2016 | Comprehensive Review of Internal Medicine | 54 AMA PRA Category 1 credits |
| 07/2015 | Comprehensive Review of Internal Medicine | 54 AMA PRA Category 1 credits |
| 2013 – 2016 | Monthly Urgent Care Journal Club, BHS | |
| 2010 – 2012 | Monthly Internal Medicine Journal Club, UPMC | |
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Marielle K. Stone,
MD

EDUCATION

- Jefferson Medical College (renamed Sidney Kimmel Medical College in 2014), Philadelphia,
PA MD June 1, 2007
- Northwestern University, Evanston, IL
BA June 21, 2002: Double major in Biological Sciences (concentration in Neurobiology) and
Gender Studies

INTERNSHIP / RESIDENCY

July 2010-June 2014 St. Luke's University Health Network, Bethlehem,
PA Residency in Obstetrics and Gynecology

Program Director: James Anasti, MD

July 2007-June 2008 Loyola University Medical Center, Maywood,

IL Internship in General Surgery

Program Director: Raymond Joehl,

MD BOARD STATUS

- Board Eligible; ABOG Qualifying Exam (Written Boards) passed June

2014. LICENSURE

- Illinois: 036139986
- Virginia: 0101256432
- Pennsylvania MD449192

EMPLOYMENT

- November 2017-present
Medical Evaluations- IMA Professional Services of PA, PC

- July 2016-June 2017 OB-GYN physician at Barrington Healthcare for Women; part-time / office-only practice

Barrington, IL

- May 2016-June 2016 Locum tenens OB-GYN physician at Wayne Memorial Hospital
Honesdale, PA
- August 2014-September 2015 OB-GYN physician at Augusta Health Care for Women
Fishersville VA.
- September 2008-February 2009 Employed as a clinical research coordinator in the University of Chicago Medical Center Department of Medicine, Section of Infectious Diseases. Screened and enrolled patients into investigational drug and epidemiological studies. Monitored subjects' progress through studies and supervised protocol adherence.

Supervisor / Primary Investigator: Kathleen Mullane, DO

- June 2004-June 2007 Employed as a student lab associate for the Light Research Program in Thomas Jefferson University's Department of Neurology. Involved in projects studying photic regulation of melatonin, effects of lighting environment on human performance, and genetic polymorphisms in patients with seasonal affective disorder. Assisted in protocol design of evening and overnight light exposure studies.

Supervisor: George Brainard, PhD

- July 2002-July 2003 Employed as a research technologist in Northwestern University's Center for Circadian Biology and Medicine. Investigated the control and action of gonadotropin-releasing hormone (GnRH) in Siberian hamsters. Specifically, examined the role of ATP-sensitive potassium channels on GnRH neurons as well as the effects of photoperiod on GnRH secretion. Also was responsible for the Evanston campus Siberian hamster breeding colony.

Supervisor / Primary Investigator: Teresa H Horton, PhD

AWARDS

- June 2014 St Luke's University Health Network Department of OB-GYN CREOG Award for Academic Excellence, given to Chief Resident with highest cumulative CREOG score.
- November 2010 and November 2011 St Luke's University Health Network BRAVO award, granted to employees who exemplify collegiality and excellent patient care.
- January 2008 Loyola University Medical Center MAGIS award, given to employees who exhibit "care, concern, respect and cooperation" in the patient care setting.
- March 2004 Jefferson Medical College Department of Neurology Summer Fellowship: awarded grant to research photobiology in the Light Research Program.

HOBBIES

- Travel
- Knitting
- Reading
- Chess

Sandra Stubblefield, ACNP, MSN**Nurse Practitioner, IMA Professional Services of PA PC****5.3.2018 - present****EDUCATION:**

Drexel University, Philadelphia, PA

Master of Science in Nursing: Adult Acute Care Nurse Practitioner, June 2012

University of Phoenix, Phoenix, AZ

Bachelor of Science in Nursing, October 2007

College of Southern Maryland, La Plata, Maryland

Associates Degree in Nursing, May 2003

Community College of the Air Force--United States Air Force

Associate in Applied Science: Allied Health Sciences, January 2000

LICENSE/CERTIFICATIONS:

Board Certification: Acute Care Nurse Practitioner (2012012233), Active through August 2022

Pennsylvania Board of Nursing License, Certified Registered Nurse Practitioner, Active through October 2018

Pennsylvania Board of Nursing License, Registered Nurse, Active through October 2018

American Heart Association BLS Instructor, Active through December 2018

American Heart Association ACLS Instructor, Active through December 2018

American Heart Association PALS Instructor, Active through December 2018

AWARDS:

HRSA Grant 2011-2012

Dean's List 2005-2007

Air Force Commendation Medal 2003

Air Force Achievement Medal 1999

CLINICAL EXPERIENCE:

Geisinger Wyoming Valley Hospital: Critical Care Medicine (January 2012 - June 2012)

Geisinger Wyoming Valley Hospital: Trauma Surgical Service (September 2011 - December 2012)

St. Luke's University Health Network: Bethlehem, PA: Cardiology Service (June 2011 - September 2011)

WORK EXPERIENCE:

5/2018 – present

Certified Nurse Practitioner

IMA Professional Services of PA PC

12/2017 – 4/2018

Certified Nurse Practitioner, Center for diabetes and Endocrinology

St Luke's University Health Network, Bethlehem, PA

Nurse practitioner providing out-patient care for a busy endocrinology practice under the supervision of board certified endocrinologist. Performs routine exams and obtains patient histories. Manages patient treatment program based on assessment of needs in out-patient settings. Initiates treatment via prescriptions, diagnostic tests, exams and procedures. Reviews lab results and plans actions according to results.

09/2015 - 02/2016

Clinical Advisor

Drexel University, PA

Nurse practitioner clinical advisor for clinical nurse practitioner students. Providing assistance through program's clinicals, grading of papers. Will assist in the lab components of class.

07/2013 - 04/2017

Certified Nurse Practitioner

St Luke's Medical Associates of Monroe County

East Stroudsburg, PA - Cardiology

Nurse practitioner providing both in-patient and out-patient care for a busy cardiology practice under the supervision of Board Certified cardiologist. Performs routine exams and obtains patient histories. Manages patient treatment program based on assessment of needs in both out-patient and in-patient settings from medical surgical units up to the ICU, Initiates treatment via prescriptions, diagnostic tests, exams and procedures. Reviews lab results and plans actions according to results.

01/2013-07/2013

Certified Nurse Practitioner

Gelsinger Wyoming

Valley Hospital, Wilkes-Barre, PA Northeast Urology

Nurse practitioner providing both in-patient and out-patient care for a busy urology practice under the supervision of board certified urologists. Diagnose and treat conditions in both male and female patients to include urinary infections, kidney stones, urinary retention and incontinence, Prepare and review case histories and obtain data through patient interviews. Examine and determine radiological exams and lab tests required. Interpret test results and evaluated examination findings. Perform history and physicals as well as results review in preparation of operative procedures and provide care post operatively, Prescribe and administer conservative treatments such as antibiotics and other drug therapy.

03/2008-01/2013 Nurse Educator, Pocono Medical Center, East Stroudsburg, Pennsylvania, Nursing Education

Educator providing education for 412 staff nurses, 26 emergency technicians and 115 nursing assistants, 60 unit health coordinators in a Level III Trauma Center. Facilitate the education/orientation for newly hired nursing staff, providing ongoing education to include annual competencies.

Developed a 12-week GN program to aid newly graduated nurses in their transition to staff. Training center faculty/lead instructor for BLS, ACLS and PALS. Assistant coordinator Pre-hospital Trauma Life Support course.

Team member of wound care committee, CPR committee, and the PMC decontamination team. Provide community education in infant and child CPR for parents of NICU, nursery and pediatric patients.

06/2005-01/2008

Registered Nurse

Pocono Medical Center, East Stroudsburg, PA; Emergency Services

Staff nurse providing care in a 41 bed acute care and 11 bed minor care, acute care emergency department/Level III Trauma Center. Population treated includes newborns to the elderly patient, obstetrical and gynecological patients, patients who require minor care to critical care, to include traumatically injured patients of all ages. Instruct hospital staff in BLS, ACLS and PALS. Precept new staff to the emergency department from graduate nurses (GN), LPNs to RNs and continue to mentor them for 1 year. Responsibilities include triage, zone and task nursing.

Team member of the PMC Bed Express team and the ER Nurse Practice Team.

08/2003- 06/2005

Registered Nurse

St. Mary's Hospital, Leonardtown, MD; Emergency Services

Staff nurse providing care in a 21 bed, acute care and 5 bed Fast Track, Level II Emergency Department. Population treated includes neonates to geriatric patients, obstetrical and gynecological patients, and patients with minor, acute, or critical problems who require BLS/ALS, including airway management, titrated medications and diagnostic testing. Patients having acute psychotic episodes, drug/alcohol withdrawal, abuse and domestic violence. Responsibilities include charge, triage and zone nursing. Carrying out physician orders, initiating ACLS protocols, counseling patients and families regarding illness and administration of all medications, including IV push and titrated continuous infusions. ACLS, PALS and BLS instructor.

07/1999-04/2003

Medical Services Craftsman

Assistant Non-commissioned Officer in Charge (NCOIC)

Malcolm Grow Medical Center, Andrews Air Force Base, Maryland, Primary Care Clinic

Provide general nursing duties in an acute/primary care clinic to all active duty personnel, their dependents and retirees. Complete screening of patients, takes vital signs and patient histories. Administer IV therapy, immunizations, as well as, oral, IM and SQ medications. Assist in minor procedures and accomplish preventive health assessments on all clients. Perform electrocardiograms, obtain and prepare laboratory specimens. Maintain technician education and training folders, ensures requirements are met. Manage technician schedules and clinic assignments of staff. Pre-hospital Trauma Life Support certified. ACLS and BLS instructor.

04/1997-07/1999

Medical Services Journeyman

Keesler Medical Center

Keesler Air Force Base Mississippi; Emergency Room

Consistently provided emergency care to all active duty, dependents and retirees. Delivered emergency services to both non-urgent and emergent patients of all ages. Administered IV therapy, IM, SQ, topical, SL and oral medications. Provided suturing of minor lacerations, to include, injecting local anesthetics, and debridement of minor wounds. Assisted with rape and assault protocols and provided Advance Cardiac Life Support. Obtained electrocardiograms and applied all types of splinting devices. HAZMAT awareness trained, member of the Emergency Services Disaster Response Team, which responded to ambulance requests, as either a driver or attendant. BLS instructor.

02/1996-04/1997

Medical Services Apprentice

Malcolm Grow Medical Center

Andrews Air Force Base, MD; Family Practice Clinic

Assisted in vasectomy, flexible sigmoidoscopy, colposcopy, endometrial biopsy and LEEP procedures. Educated patients in preparation for these procedures and assisted in obtaining signed consents prior to

procedures. Maintained stock of all supplies and linen in the clinic. Provided ambulance presidential support for President Clinton and first lady, VP Gore and visiting dignitaries.

07/1990-09/1995

Medical Receptionist

Health Insurance Plan of Greater New York, New York Medical Group, P.C.

Performed receptionist duties for various family physicians.

Maintained provider's appointment books and patient's medical records.

MEMBERSHIP:

Pennsylvania Coalition of Nurse Practitioners 2008-present

Pocono Association of Nurse Practitioners 2008-present

Sigma Theta Tau 2007-present

LANGUAGES:

English/Spanish- native languages

OTHER QUALIFICATIONS:

Computer literacy with proficiency in Microsoft Word, Power Point, Outlook

Priya Swamy, MD

Work **IMA Group/ IMA Professional Services of PA PC**
1/2020 to present
Medical Evaluations

Owner of Living Well Comprehensive Pain Center 11/2011 to present
Director of Pain Management at Cowan Chiropractic 12/2011 to present

Department Head ('08-'11), Staff Physiatrist and Pain Management,
Crozer Chester Medical Center, Chester PA 2006-2011

Peer Review: I have done peer review since 2011 for various companies. I also do a few IME's.

EHR Associates—worked at Nazareth Hospital as house staff physician weekends only from 1/05-7/05, 30-40 hours a week 8/05-5/06, as well as 4-8 hours a month at Abington Radiology from 9/04-5/06

Experience: Fellowship: Pain Management at Graduate Hospital, Philadelphia, PA Aug. 2004-July 2005

Education: Residency: Physical Medicine and Rehabilitation at Thomas Jefferson University Hospital, Philadelphia, PA July 2001-June 2004

Internship: Medicine at Hospital of St. Raphael, New Haven, CT. June 2000-July 2001

MD: American University of the Caribbean, Netherland Antilles and Florida, USA June '00

BS: Biomedical Engineering, Boston University, Boston, MA, May '96

Board Certification: Diplomate American Board of Physical Medicine and Rehabilitation (ABPMR), December 2005-2025. Passed recertification exam 2012

Pain Medicine Subspecialty Board via ABPMR December 2005-2026. Passed recertification exam 2012

ABIME certification for Certified Independent Medical Examiner May 2014 edition 6, AADEP October 2015 edition 4.

Licensure: Pennsylvania since September 2003
Delaware 2011-present
DEA certificate in PA and DE

Appointments: Chair of Health Policy and Legislation Committee of Resident Physician Council, '02-'03

- Attended Center for Medicare and Medicare Services Town Hall meeting in Baltimore, MD on May 19, 2003 for discussion on 75% rule

Met with congressional aides to discuss pending health care related legislation

Editorial Activities: Editorial Board of Rehab in Review, a monthly publication of Rehabilitation medicine articles summarized for clinicians. Published by Harvard/Spaulding Rehabilitation Hospital, '01-'03

Research: Swamy, P, Kedzierski, A. Quantitative analysis of low back pain assessed via surface electromyography obtained via a dynamic lifting protocol. Boston University, 1995-1996.

Publications: Swamy, PA, Nardino R. Progressive Multifocal Leukoencephalopathy in a patient with Chronic Myelogenous Leukemia. Connecticut Medicine 2002; 67(5):263-4.

Swamy, P. "CMS 75% Rule", Resident Physician Newsletter, Spring 2003.

Swamy, PA, Ovsiowitz, R., Freedman, MK., Fried, GW. Low Back Pain: Non-Operative Treatment Strategies. In: Vaccaro, Alexander. A Resident and fellows guide to the fundamentals of spine surgery, Mosby Publishing Company, 2005-2006, Chapter 4.

Swamy, PA., Fried, GW. Hysterical Paraplegia after a Cervical Epidural Injection. Submitted to Journal of Musculoskeletal Pain November 2005

Abstracts: Swamy, P., Freedman, M. Weakness and Paresthesias after Epidural Injections. Archives of Physical Medicine and Rehabilitation, September 2003; 84(9):E25

Swamy, P. Nardino, R. Progressive Multifocal Leukoencephalopathy and Chronic Myelogenous Leukemia: A Case Report. American Society of Internal Medicine, Connecticut Chapter. April 25, 2003

Presentations:

Physiatric Approach to Low Back Pain; Grand Rounds at CCMC 9/07,
Delaware County 2/08, Orthopedic Symposium 5/08

Conversion Disorder after Facet Joint Injections, June 5, 2004
Hershey, Pennsylvania

Grand Rounds at Thomas Jefferson University Hospital: 1 hour CME

Overuse Injuries in the Runner, October 22, 2003

Degenerative Lumbar Stenosis, Jan 23 2003

Memory Storage and Retrieval, and the Use of Complementary
Medicine to Improve Memory, April 10, 2002

Dysesthesias and Weakness after Epidural Injections, Chicago, IL
October 9, 2003.

Resident Teaching:

Weekly resident teaching at CCMC 2006-2011

Hysterical Paraplegia, June 2004

Musculoskeletal Workshops, Low Back Pain, October 2002

Anatomy of the Median Nerve, October 2001

Progressive Multifocal Leukoencephalopathy, Connecticut
July 2000 and April 25, 2001 at Internal Medicine Conference

Quantitative analysis of low back pain assessed via surface
electromyography obtained via a dynamic lifting protocol. Boston, MA
May 3, 1996

Survey of Medicare Patient Charts Regarding Health Care Proxies in
Physicians Offices. Waltham, MA August 1998.

Honors:

Dean's List, Boston University

Community Service Award, 1995, 1996

Memberships:

American Association of Physical Medicine and Rehabilitation

Pennsylvania Medical Society

Interventional Spine Intervention Society

Resident Physician Council Member 2002-2003
Health Policy and Legislation Committee Chair
The Physiatrix Association of Spine, Sports and Occupational
Rehabilitation (PASSOR) 2002-present
American Medical Student Association 1997-2000
Biomedical Engineering Society 1992-2000

Supplementary Interventional Spine International Society Conference 2007, 2009,
2011, 2013

Education: American Association of Physical Medicine and Rehabilitation
National Meeting: 2002, 2003, 2005, 2008, 2015
Pain Forum, October 2004 Philadelphia, PA
Electrodiagnostics Course, Thomas Jefferson University Hospital
Brain Injury Symposium, Al DuPont Hospital, March 2003
Orthotics and Prosthetics Course, University of Pennsylvania,
Philadelphia, PA. 2002-2004

Intercity Gait Course, Moss Rehabilitation Hospital 2003-2004
Philadelphia
Presented at Connecticut Medicine Meeting April 2001
Managed Health Care Internship, Boston, MA Summer 1998.

Georliza Vega

Physician Assistant

Education

ASSOCIATES OF SCIENCE | 08/29/2011-08/02/2013 | MIAMI DADE COLLEGE

- Degree: AS in Physician Assistant Studies
- Award: Distinguished service award
- Memberships: Physician Assistant Student Organization (PASO), Class Treasurer

GRDUATE STUDIES | 10/28/2009- 03/13/2012 | FLORIDA INTERNATIONAL UNIVERSITY

- Graduate Studies: Public Health
- Specialty: Epidemiology

BACHELOR OF SCIENCE | 04/11/2005- 08/09/2008 | FLORIDA INTERNATIONAL UNIVERSITY

- Major: Health sciences
- Minor: Biology
- Accomplishments: National Society of Collegiate Scholars
- Awards: Award of Excellence, Florida International University Honor Society
- Memberships: Health Occupation Students of America (HOSA), Marketing Director

UNDERGRADUATE STUDIES | 06/01/2003- 04/11/2005 | UNIVERSITY OF FLORIDA

- Major: Biology
- Accomplishments: Induction to the National Society of Collegiate Scholars

Clinical Rotations and Training

| | | |
|-----------------------------|--------------------------------|------------------------|
| • Geriatrics | Aventura Hospital | 08/20/2012- 09/13/2012 |
| • Dermatology | Skin & Cancer Associates | 09/17/2012- 10/11/2012 |
| • Cardiology | University of Miami/ Harvey | 10/15/2012- 11/09/2012 |
| • Internal Medicine | C.L.S.C Hallandale Beach | 11/12/2012- 12/06/2012 |
| • Family Medicine | Cleveland Clinic | 12/10/2012- 02/04/2013 |
| • Obstetrics and Gynecology | South Miami Hospital | 02/18/2013- 03/14/2013 |
| • General Surgery | South Miami & Baptist Hospital | 04/01/2013- 04/25/2013 |
| • Pediatrics | South Florida Pediatrics | 04/29/2013- 06/17/2013 |
| • Emergency Medicine | Memorial Hospital- Miramar | 07/01/2013/ 07/25/2013 |

Work Experience**PHYSICIAN ASSISTANT IMA PROFESSIONAL SERVICES OF PA PC 07/12/2019 - PRESENT****PHYSICIAN ASSISTANT | INTERNAL MEDICINE/ NEPHROLOGY | MEMORIAL HOSPITAL | 04/01/2018-05/01/2019|**

Worked alongside a board- certified Internal Medicine/ Nephrology physician to offer patients expert primary healthcare.

Conducted nephrology consultations, performed physical assessments and interpreted tests for patients admitted into the hospital as well as implemented treatment plans for those patients.

Provided comprehensive care to patients with end stage renal disease and delivered medical services to patients at DaVita dialysis centers.

Maintained and updated charts using eClinical Works and EPIC EMR systems.

PHYSICIAN ASSISTANT | INTERNAL MEDICINE | UNIVERSITY OF MIAMI HOSPITAL | 02/01/2017- 04/01/2018|

Planned, implemented and evaluated patient care requirements for patients with chronic diseases, acute illnesses and recent hospitalizations.

Educated and counseled patients on treatment options, medical needs and nonmedical options for treatment and therapy.

Conducted allergy testing for patients, interpreted findings and established a plan of care.

Implemented a plan of care for patients in both outpatient and inpatient settings.

PHYSICIAN ASSISTANT | FAMILY MEDICINE | YAPOR MD |07/01/2014- 02/01/2017|

In addition to providing patients with preventative and responsive ongoing care, delivered a variety of specialized services including geriatrics, men and women's health, and nutrition.

Conducted physical examinations for Commercial Motor Vehicle drivers under the Department of Transportation's medical examiner guidelines.

Examined and treated patients suffering from injuries sustained in a motor vehicle accident, slip and fall and ordered physical therapy for injured patients.

Performed routine well woman/ gynecological examinations and implemented a plan of care.

PHYSICIAN ASSISTANT | HEMATOLOGY/ ONCOLOGY | UNITED ONCOLOGY MEDICAL ASSOCIATES | 08/10/2013- 07/01/2014|

Evaluated and treated patients with a range of diagnosis including breast cancer, prostate cancer, pulmonary malignancies, lymphoma and palliative cases.

Counseled patients for cancer prevention screening and detection.

Monitored and educated cancer affected patients as well as their family members.

Implemented treatment plans for patients with hematological disorders and followed up with proper diagnostic tests.

Licenses and Certifications

National Commission on Certification of Physician Assistants (NCCPA) Board Certification

Florida Board of Medicine Physician Assistant license

Pennsylvania Board of Medicine Physician Assistant license

Advanced Cardiovascular Life Support and Basic Life Support (ACLS/BLS)

Certified Medical Examiner for FMCSA- DOT Examiner

Tricia Vermilya, CRNP

IMA Professional Services of PA PC Nurse Practitioner February, 2019 - present

EDUCATIONAL BACKGROUND

Masters in Family Nurse Practitioner
Graduated Aug 2011
Desales University
GPA 3.59

Bachelor of Science in Nursing, BSN (1999)
Cedar Crest College, Allentown, PA GPA 3.24

Diploma in Nursing (1996)
St Luke's School of Nursing GPA 3.26

LICENSURE

Registered Nurse (RN), State of Pennsylvania
CRNP Registered in PA
Multiple Prescriptive authorities
DEA License
Inactive in NJ
Inactive in NY

CERTIFICATIONS

AANP certified Family Nurse Practitioner certification

PROFESSIONAL EXPERIENCE

IMA Group/IMA Professional Services of PA PC 2/2019 to present

LHI Mission Critical
10/2018 – 2/2019

Deployment physicals and assessments. Focused exams on SM who may need limitations in duty. Reporting any concern to the next chain of command

PA Pain Management, Dr Gene Levinstein
10/2018 to present

Taking care of pain management patients. Scheduling patient for procedures. Renewing medication in accordance to CDC guidelines. Medical pain management. Motor vehicle accidents and workman comp case follow up.

Family Pillars Hospice
Dennis Tighe supervisor
8/2018- present

Responsible for on call to hospice patients. Ordering end of life medication. Doing face to face visits and establishing need for care.

CRNP

Lily Palladino
2/2015-5/2017

Assistive Living and home care primary care patients. Internal Medicine. Hospice care.

Azani Medical Spa

Sabrina Gordon

7/2014-12/2018

Botox and filler treatments, Platelet Rich Plasma treatments. Mesotherapy and Bio hormone Replacement therapy.

Saucon Valley Urgent Care Center

8/2014-10/2018

Urgent care setting. Assisted in Triage patient acuity. Able to read basic X-rays as needed with help of X-ray technologist. Splinting. Suturing. Minor wound care. Primary care and urgent care patient assessed and treated appropriately.

A plus Pediatrics

2/2014-12/2018

Pediatric clinic without a lab. Pediatric primary care office who assesses patients from birth until 18 years of age. Wellness visit. Sick call. Referral services.

Pocono Medical Center

August 2011 to July 2014

Urgent Care Provider

Triage acuity of patients. Treated a wide variety of non-emergent illnesses. Able to triage to a higher level when felt it was needed. Treated about 40-60 patients per day.

Lehigh Valley Hospital, Allentown, PA

January 2007 to August 2011

Staff Nurse, Intensive Care Unit

Serve as staff nurse caring for patients with acute illnesses, including acute congestive failure, drug overdose, Whipple procedures, respiratory failure, and subdural and subarachnoid hemorrhage. Promote health and support patients and families in coping with illness. Skilled in bedside monitoring, 12-lead EKG, and a multitude of different ventilators.

Exhibit motivation and dedication by providing the highest quality of care to each patient

Easton Hospital, Easton, PA

April 2004 to January 2007

Staff Nurse

Acquired and recorded patient information. Prepared patients for surgical and radiological procedures, initiated and maintained intravenous therapy, and operated 12-lead EKG. Cared for patients with GI Bleed, NSTEMI, post-operative patients, acutely asthmatic patients, USA and congestive heart failure chronic.

Successfully participated in critical care course and interpretation of EKG's

Edna Mahan Correctional Facility for Women
April 1999 to April 2004

Registered Nurse

Provided triage, referrals, direct nursing care and medication administration to incarcerated population.

Organized and managed regular clinics involving external physicians, including ophthalmology, Med/Surg and podiatry professionals.

Scheduled and managed external medical consultations in concert with security and other necessary personnel.

Created, managed, and maintained patient medical and health records.

Selected to serve as Infection Control Coordinator, maintaining tuberculosis and hepatitis standards and conducted screenings and preventive activities.

Organized and facilitated meetings with security managers to ensure infection-control policy compliance.

QUALIFICATIONS PROFILE

- Dedicated and patient-focused Nurse Practitioner with proven strengths in customer service and family practice.
- Exceptional capacity to multi-task: manage numerous, often competing priorities with ease and foster the provision of superior patient care.
- Widely recognized as an excellent care provider and patient advocate.
- Outstanding interpersonal and communication skills; superior accuracy in patient history, charting and other documentation.

ANNE M VIGDERMAN GREENBERG, MD**September 22, 2020 to present**
IMA Professional Services of PA PC
Medical Evaluations

| | |
|---|---|
| Education | B.A. in Linguistics, Swarthmore College, 1985 M.D., Jefferson Medical College, 1993 |
| Post-graduate training | Intern in Medicine, 1993-1994 Graduate Hospital, Philadelphia Resident in Neurology, 1994-1997 Thomas Jefferson University Hospital, Philadelphia Fellow in Cerebrovascular Diseases, 1997-1998 Thomas Jefferson University Hospital, Philadelphia |
| Specialty Certification | Board Eligible, American Board of Psychiatry and Neurology |
| Medical Licensure | Pennsylvania |
| Current Position | Medical/Psychological Evaluations, IMA Professional Services of PA PC 9.22.2020 – present |
| Hospital Appointments | Attending Neurologist, 1998-2002 Albert Einstein Medical Center, Philadelphia Staff Neurologist, 2002-2009 Holy Redeemer Medical Center |
| Clinical Practice | Department of Neurosensory Sciences, 1998-2002 Albert Einstein Medical Center Meadowbrook Neurology Group, 2002-2009 Meadowbrook, Pennsylvania |
| Faculty Appointments | Clinical Instructor in Neurology, 1999-2002 Department of Neurology, Temple University School of Medicine |
| Corporate Positions | Physician Advisor, Optum 360, Inc., United Health Group, 2010-2020 |
| Memberships in Professional and Scientific Societies | American Academy of Neurology |
| Academic Committees | Health Information Management Quality Assessment and Information Group, Albert Einstein Medical Center. 1999-2002 |
| Clinical Research | Primary Investigator, Protocol (H)N-2271 “African-American Antiplatelet Stroke Prevention Study” Sub-Investigator, Interneuron Protocol IP 302-007 “A Placebo Controlled Study to Determine Effects of 500 mg Citocholine in Ischemic Stroke Patients” Sub-Investigator, Janssen Protocol LUB-INT-9 “Effects of Intravenous Therapy in Subjects with Acute Ischemic Stroke” |

Sub-Investigator, Janssen Protocol LUB-INT-13
“Lubeluzole in Acute Ischemic Stroke”

Sub-Investigator, Janssen Protocol LUB-USA-6
“The Safety and Efficacy of Combination Therapy using Lubeluzole and
Activase (t-PA) in Ischemic Stroke”

Sub-Investigator, Wyeth-Ayerst Protocol 0306K1-200-US
“A Randomized, Double-Blind, Placebo-Controlled, Parallel-Group
Multicenter Trial of Two Doses of Fiblast (Trafermin) in Patients with
Acute Stroke”

Sub-Investigator, Astra Protocol 805-45
“The Clomethiazole Acute Stroke Studies: Class I, Class H, Class T”

Sub-Investigator, Genentech Protocol A0276g
“Thrombolysis Therapy in Acute Ischemic Stroke”

Sub-Investigator, Janssen Protocol LUB-OUT-15
“Interrater Reliability of Clinical Global Impression Scale in Acute Ischemic Stroke”

Sub-Investigator, Genentech Protocol A0743n
“Genentech Stroke Presentation Survey”

Sub-Investigator, Genentech Protocol A0728n
“A Phase IV Study of Activase (Alteplase, Recombinant) in Acute Ischemic Stroke”

Special Skills Excellent medical and scientific writing

Mary Yu Wynnewood, CRNP
Nurse Practitioner

Work Experience

IMA Professional Services of PA PC
Nurse Practitioner
September 2020 to present

CRNP-Telemedicine, Reliant.MD Medical Associates

March 2020 to Present

See and treat patients for symptom-focused illnesses by Telemedicine

CRNP, myDoc Urgent care - Philadelphia,

PA January 2019 to Present

Provider of urgent care services in a high volume fast paced setting See patients face to face and by Telemedicine Diagnoses and treats acute illnesses Orders and interprets diagnostic testing including labs, Xray imaging, EKG Performs procedures such as suture repair, splinting, I+D, wound care

Registered Nurse, Lansdale Rehabilitation, Jefferson

Abington Hospital

June 2016 to 2019

Deliver primary medical care to patients, collected medical history and performed physical examination on patients, ordered laboratory tests and interpreted results, planned medical care treatment based on lab test results, assessed, initiated, and coordinated patient care, Guided patients on diet and medications.

Certificate

MD Certified

Abington Hospital

2018 to December 2018

ECFMG) in 06/2011

Family nurse practitioner certified by the American academy of nurse practitioner certification board in

10/2018.

Externship Physician

Lansdowne Ave medical center -

Philadelphia, PA May 2010 to August 2014

-Independent and hands-on experience: obtaining histories, doing physical exams, writing patient notes and treatment plan, seeing more than 25 patients daily.

-Familiarized myself with the assessment and plan in managing various diseases.

-Developed excellent professional rapport with patients, nurses, and attending physicians

Clinical Research Associate

University of Pennsylvania - Philadelphia, PA

2000 to 2013

Involved in clinical research. Also involved with projects stemming from NIH funded grants that focused on gene transcription regulation, transcriptional targets and the role of p-MAPK/ras signaling pathway in cell death.

Visiting Physician

Department of Internal Medicine/Pulmonary, Hospital of University of Pennsylvania

December 2009 to April 2010

- Followed the attending physicians in the Pulmonary Subspecialty Clinic and rounds.
- Observed procedures such as Fiber Optic Bronchoscope, Bronchoalveolar Lavage, Endobronchial and Trans bronchial Biopsies, et al.
- Involved in interpreting radiographic presentations of different pathology on CT scan.
- Developed excellent professional rapport with patients, residents and attending physician.

Physician

Department of Internal

1995 to 1997

medicine. Shanghai Medical University.

- Responsible for the diagnosis and treatment in the outpatient unit.

Physician

Department of Internal Medicine

1991 to 1992

The 3rd affiliated Hospital of Anhui Medical University

- Performed history taking, physical exams and formulation of diagnosis and treatment in the inpatient wards, emergency room and during night shift.

Medical Education in China

PhD in pharmacology, Sat-Yet sat University of Medical sciences

Medicine. Anhui Medical University

Clinical Research Experience

Education

MSN in CRNP

Thomas Jefferson University -

Philadelphia, PA August 2018

BSN in Nursing

Thomas Jefferson University -

Philadelphia, PA May 2016

GED in science and biology

Montgomery County Community College - Blue Bell, PA

2014 to 2015

IMA

Business Continuity Plan

Version 1.02

07/15/2020

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Section I: Introduction

A. How to Use This Plan

In the event of a disaster which interferes with IMA's ability to conduct business from one of its offices, this plan is to be used by the responsible individuals to coordinate the business recovery of their respective areas and/or departments. The plan is designed to contain, or provide reference to, all of the information that might be needed at the time of a business recovery.

Index of Acronyms: (EOC) Emergency Operations Center – (EMT) Emergency Management Team – (ERT) Emergency Response Team – (BCP) Business Continuity Plan – (IT) Information Technology

Section I, Introduction, contains general statements about the organization of the plan. It also establishes responsibilities for the testing (exercising), training, and maintenance activities that are necessary to guarantee the ongoing viability of the plan.

Section II, Business Continuity Strategy, describes the strategy that IMA will control/implement to maintain business continuity in the event of a facility disruption. These decisions determine the content of the action plans, and if they change at any time, the plans should be changed accordingly.

Section III, Recovery Teams, lists the Recovery Team functions, those individuals who are assigned specific responsibilities, and procedures on how each of the team members is to be notified.

Section IV, Team Procedures, determines what activities and tasks are to be taken, in what order, and by whom in order to affect the recovery.

Section V, Appendices, contains all of the other information needed to carry out the plan. Other sections refer the reader to one or more Appendices to locate the information needed to carry out the Team Procedures steps.

B. Objectives

The objective of the Business Continuity Plan is to coordinate recovery of critical business functions in managing and supporting the business recovery in the event of a facilities (office building) disruption or disaster. This can include short or long-term disasters or other disruptions, such as fires, floods, earthquakes, explosions, terrorism, tornadoes, extended power interruptions, hazardous chemical spills, and other natural or man-made disasters.

A disaster is defined as any event that renders a business facility inoperable or unusable so that it interferes with the organization's ability to deliver essential business services.

The priorities in a disaster situation are to:

1. Ensure the safety of employees and visitors in the office buildings. (Responsibility of the ERT)
2. Mitigate threats or limit the damage that threats can cause. (Responsibility of the ERT)
3. Have advanced preparations to ensure that critical business functions can continue.
4. Have documented plans and procedures to ensure the quick, effective execution of recovery strategies for critical business functions.

The IMA Business Continuity Plan includes procedures for all phases of recovery as defined in the Business Continuity Strategy section of this document.

C. Scope

The Business Continuity Plan is limited in scope to recovery and business continuance from a serious disruption in activities due to non-availability of IMA's facilities. The Business Continuity Plan includes procedures for all phases of recovery as defined in the Business Continuity Strategy of this document. This plan is separate from IMA's Disaster Recovery Plan, which focuses on the recovery of technology facilities and platforms, such as critical applications, databases, servers or other required technology infrastructure (see Assumption #1 below). Unless otherwise modified, this plan does not address temporary interruptions of duration less than the time frames determined to be critical to business operations.

The scope of this plan is focused on localized disasters such as fires, floods, and other localized natural or man-made disasters. This plan is not intended to cover major regional or national disasters such as regional earthquakes, war, or nuclear holocaust. However, it can provide some guidance in the event of such a large scale disaster.

D. Assumptions

The viability of this Business Continuity Plan is based on the following assumptions:

1. That a viable and tested IT Disaster Recovery Plan exists and will be put into operation to restore data center service at a backup site within 1 day with senior management approval.
2. That IMA will allow personnel to work from home until such time that the office(s) are open and safe to inhabit. IMA's primary software WATS is backed up both to tape and cloud and can be easily rolled out to a backup data center. IMA's ETS software runs from Amazon's AWS cloud and is always available. Other third party software runs from other cloud infrastructures. Dynamics CRM runs Microsoft's cloud. Dynamics SL runs from the Microsoft Azure cloud environment.

3. That this plan has been properly maintained and updated as required.
4. The functions and roles referenced in this plan do not have to previously exist within an organization; they can be assigned to one or more individuals as new responsibilities, or delegated to an external third party if funding for such services can be arranged and allocated.

E. Changes to the Plan/Maintenance Responsibilities

Maintenance of the IMA Business Continuity Plan is the joint responsibility of the IT Department and the Chief Financial Officer (CFO).

The IT department is responsible for:

1. Periodically reviewing the adequacy and appropriateness of its Business Continuity strategy.
2. Assessing the impact on the IMA Business Continuity Plan of additions or changes to existing business functions, IT procedures, equipment, and facilities requirements.
3. Keeping recovery team personnel assignments current, taking into account promotions, transfers, and terminations.
4. Communicating all plan changes to the Business Continuity Coordinator so that the organization's IT master Disaster Recovery Plan can be updated.

The CFO is responsible for:

1. Monitoring offsite office space sufficient for critical functions and to meet the IMA recovery time frames.
2. Communicating changes in the "Organization IT Disaster Recovery Plan" plan that would affect groups/departments to those groups/departments in a timely manner so they can make any necessary changes in their own plans.
3. Communicating all plan changes to all department heads so that the master plan can be updated.

F. Plan Testing Procedures and Responsibilities

The CFO is responsible for ensuring the workability of the Business Continuity Plan. This should be periodically verified by active or passive testing.

G. Plan Training Procedures and Responsibilities

The CFO is responsible for ensuring that the personnel who would carry out the Business Continuity Plan are sufficiently aware of the plan's details. This may be accomplished in a number of ways including practice exercises, participation in tests, and awareness programs.

H. Plan Distribution List

The IMA Business Continuity Plan will be distributed to the following departments and/or individuals:

| Location | Person Responsible |
|----------------------|---------------------------|
| Albany | Laura Rotter |
| Tarrytown | Victor Cohen |
| Aventura | Jorge Hernandez |
| Manhattan | Carlo Pinto |
| Bronx | Pat Nieto |
| Mechanicsburg | Chelsee Franey |
| Melbourne | Lisa Davis |
| Rochester | Cathy Toeper |
| Texas | Brent Landers |
| Missouri | Julie Briscoe |
| N/A | Tim Weaver |
| N/A | Doug Markham |

Section II: Business Continuity Strategy

A. Introduction

This section of the IMA Business Continuity Plan describes the strategy devised to maintain business continuity in the event of a facilities disruption. **This strategy would be invoked should the IMA primary facility somehow be damaged or inaccessible.**

It is assumed that each critical business function also has their own group/department Business Continuity Plan, which is similar to this plan except the recovery procedures and appendices have been customized for each respective group/department based on size, and complexity.

B. Business Function Recovery Priorities

The strategy is to recover critical IMA business functions at the alternate site location. This can be possible if an offsite strategy has been put into effect by IMA management and Disaster Recovery/IT Teams to provide the recovery service. Information Systems will recover IT functions based on the critical departmental business functions and defined strategies.

Business Functions by Location are listed in **Appendix B (Recovery Priorities for Critical Business Functions)**. "Time Critical Business Functions," i.e., those of which are of the most critical for immediate recovery at the secondary location are:

Reference: Appendix B – Recovery Priorities for Critical Business Functions

C. Relocation Strategy and Alternate Business Site

In the event of a disaster or disruption to the office facilities, the strategy is to recover operations by allowing critical personnel to work from home until such time that the office facilities are available again.

For all locations, if a long-term disruption occurs (i.e. major building destruction, etc.); the above strategies will be used in the short-term (less than four weeks). The long-term strategies will be to acquire/lease and equip new office space in another building in the same metropolitan area.

D. Recovery Plan Phases

The activities necessary to recover from an IMA facilities disaster or disruption will be divided into four phases. These phases will follow each other sequentially in time.

1. Disaster Occurrence

This phase begins with the occurrence of the disaster event and continues until a decision is made to activate the recovery plans. The major activities that take place in this phase includes: **emergency response measures, notification of management, damage assessment activities, and declaration of the disaster.**

2. Plan Activation

In this phase, the Business Continuity Plans are put into effect. This phase continues until critical business functions are reestablished and computer system service restored to IMA's Departments. The major activities in this phase include: **notification and assembly of the recovery teams, implementation of interim procedures, and relocation to the secondary facility/backup site, and re-establishment of data communications.**

3. Alternate Site Operations

This phase begins after secondary facility operations are established and continues until the primary facility is restored. **The primary recovery activities during this phase are backlog reduction and alternate facility processing procedures.**

4. Transition to Primary Site

This phase consists of any and all activities necessary to make the transition back to a primary facility location.

E. Vital Records Backup

All vital records for IMA that would be affected by a facilities disruption are maintained and controlled by IMA's IT department. These files are periodically backed up and stored at an offsite location (Iron Mountain) as part of normal IMA operations. Additionally, IMA replicates servers in real-time to IMA's backup operations data center in Tarrytown, NY. Databases are also backed up to Azure government cloud daily.

F. Restoration of Hardcopy Files, Forms, and Supplies

In the event of a facilities disruption, critical records located in Albany, NY may be destroyed or inaccessible. In this case, IMA would switch operations from the Albany, NY data center to the backup data center in Tarrytown, NY.

The following categories of information can be exposed to loss that would NOT be available when the switchover occurs from Albany to Tarrytown:

1. Any files stored on-site in file cabinets and control file rooms.
2. Information stored on local PC hard drives.
3. Any work in progress.
4. Received and un-opened mail.
5. Documents in offices, work cubes and files.
6. Off-site records stored in the Records Warehouse (if this is not a secure, hardened facility).

G. On-line Access to IMA Computer Systems

In the event of a facilities disruption, the IT Disaster Recovery Plan strategy should be to assist in re-establishing connectivity to the departments and to establish remote communications to any alternate business site location. If the Albany office is affected by a disaster or disruption, the IMA Recovery Plan should include recovering processing at a pre-determined alternate site. Services covered would include; phones, communications, internet, and all other services required for restoring limited emergency service to the organization.

What are the recovery timeframes and strategy for critical systems?

- Telecom – 24 hours
- Internet – 24 hours
- WATS – 24 hours
- Email – Email will be available from Tarrytown, via replication, in the event of a disruption. Failover is immediate and has been tested many times.
- Dynamics SL – 24 - 48 hours
- ETS – 24 hours
- Dynamics CRM – 24 hours

Key IMA personnel have the ability to work from home. These personnel have appropriate computers, internet and telecom capabilities to perform similar job functions as would be performed within an IMA office environment. All critical IMA systems are available via internet. IMA utilizes Nextiva VoIP, which allows full operation via a user's cell phone or other telecom equipment.

H. Data Processing / Mail

During the time that Albany operations are run from the secondary facilities and WATS / Dynamics SL, etc., run from the Tarrytown alternate data center, output reports and other

data will not have the same processing capability of the Albany data center, so it may be necessary to prioritize processing to the most critical functions first.

USPS mail and all deliveries will have to be coordinated such that deliveries are sent to the IMA alternate business site. Due to the possibility of multiple alternate business sites and the additional travel time required for mail service activities, the number of mail pickups and deliveries could possibly be decreased from the normal daily routine to once daily. Mail pickup and delivery schedules, including overnight mail, will be established and communicated to each alternate business site. Overnight mail/package delivery carriers should be contacted directly by a business function for items requiring pickup after the last scheduled pickup by the IMA Administration Team. All overnight mail service vendors will be notified by the IMA Administration Team of appropriate alternate office addresses to redirect deliverables to IMA personnel or provide for pick up at the post office by a Team member.

Section III: Recovery Teams

A. Purpose and Objective

This section of the plan identifies who will participate in the recovery process for the IMA Business Continuity Plan. The participants are organized into one or more teams. Each team has a designated team leader and an alternate for that person. Other team members are assigned either to specific responsibilities or as team members to carry out tasks as needed.

The information in this section is organized into several subsections.

B. Recovery Team Descriptions

This section lists the team definitions for the IMA Team and gives a short explanation of the function of each team or function.

IMA Recovery Team:

Responsible for oversight of the IMA recovery functions.

C. Recovery Team Assignments

This section identifies the team roles and the specific responsibilities that have been assigned to the team.

Team leader - Overall coordination of IMA Recovery Team

Backup Team Leader - Duties to be assigned based on Recovery Team areas of responsibility.

Team Member - Duties to be assigned based on Recovery Team areas of responsibility

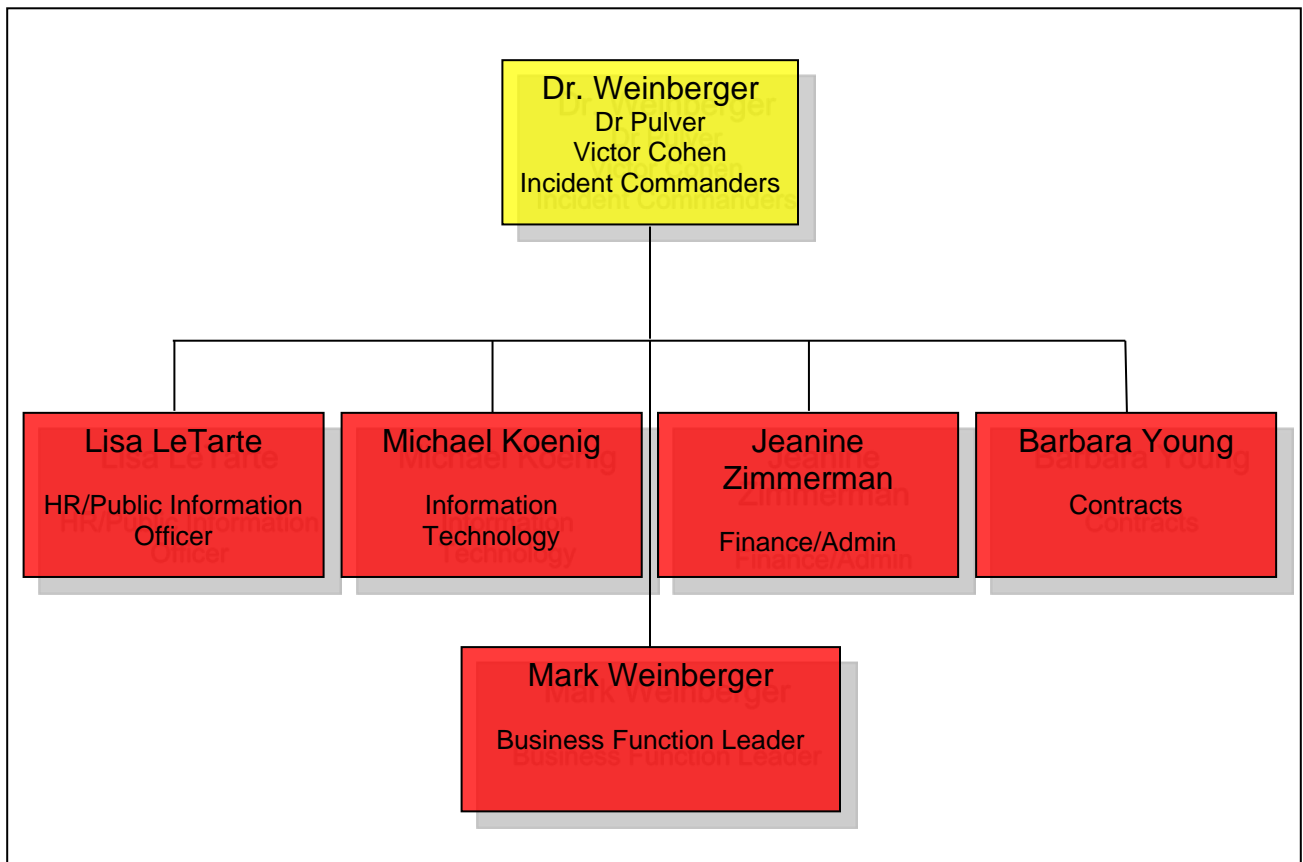
D. Personnel Notification

This section specifies how the team members are to be notified if the plan is to be put into effect by identifying who calls whom, and in what order.

E. Team Contacts

This section identifies other people or organizations outside of the IMA Team who might need to be contacted during the recovery process. Their names and telephone numbers are provided.

F. Team Responsibilities



Departmental Recovery Teams

| Name | Department/Position | Contact |
|-------------------|---|--------------------|
| Dr. Weinberger | CEO | Cell: 201-207-4210 |
| Lisa LeTarte | V.P. H.R and Chief Compliance Officer | |
| Michael Koenig | CTO | 954-415-9399 |
| Victor Cohen | CFO | Cell: 917-304-6050 |
| Tim Weaver | VP of Government Services | |
| Doug Markham | Chief Strategy Officer | |
| Barbara Young | Vice President of Business Development | |
| Jennifer Goldfarb | VP of Clinical Research | |
| Patricia Nieto | Director of Operations, Downstate | |
| Cathy Toeper | Associate Director of Operations, Upstate | |
| Chelsee Franey | Director of Operations, Pennsylvania | |
| Holly Seidl | Operations Manager, OH,MI,AK,TN,KY,WV,WI,MO | |
| Brent Landers | Operations Manager, TX | |
| Julie Briscoe | Operations Supervisor, MO | |
| Jackie Clark | SAAM Program Director | |
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Business Continuity Coordinator (Dr. Weinberger, Dr. Pulver, Victor Cohen)

In the event of a disaster, the Business Continuity Coordinator is responsible for ensuring that the following activities are successfully completed:

- Works with the IMA Emergency Management Team to officially declare a disaster and start the Disaster Recovery/Business Continuation process to recover IMA's business functions at an alternate site.
- Alert IMA's Senior Management that a disaster has been declared.
- Assist in the development of an official public statement concerning the disaster. The IMA's EOC Communications Team Leader is the only individual authorized to make public statements about organization affairs.
- Monitor the progress of all Business Continuity and Disaster Recovery teams daily.
- Present Business Continuity Plan recovery status reports to Senior Management on a daily basis.
- Interface with appropriate work management personnel throughout the recovery process.
- Communicate directions received from IMA's Senior Management to the EOC and Departmental Business Continuity Team Leaders.
- Provide on-going support and guidance to the Business Continuity teams and personnel.
- Review staff availability and recommend alternate assignments, if necessary.
- Work with IMA's Senior Management to authorize the use of the alternate recovery site selected for re-deploying critical IMA resources.
- Review and report critical processing schedules and backlog work progress, daily.
- Ensure that a record of all Business Continuity and Disaster Recovery activity and expenses incurred by IMA is being maintained.

EOC Communications Team (Barbara Young)

This team is responsible for providing information regarding the disaster and recovery efforts to:

- IMA offices Senior Management
- Customers
- Vendors/Contracts
- Media
- Regulatory Agencies
- Other Stakeholders

- Coordinating, submitting, and tracking any and all claims for insurance.

EOC Human Resources Team (Lisa Letarte)

This team is responsible for:

- Providing information regarding the disaster and recovery efforts to employees and families.
- Assisting in arranging cash advances if out of area travel is required.
- Notifying employee's emergency contact of employee injury or fatality.
- Ensuring the processing of all life, health, and accident insurance claims as required.
- Coordinates temporary organization employee requests.

EOC Administration Team (Laura Rotter)

This team is responsible for:

- Ensuring the recovery/restoration personnel has assistance with clerical tasks, errands, and other administrative activities.
- Arranging for the availability of necessary office support services and equipment.
- Providing a channel for authorization of expenditures for all recovery personnel.
- Arranging travel for employees.
- Tracking all costs related to the recovery and restoration effort.
- Identifying and documenting when repairs can begin and obtaining cost estimates.
- Determining where forms and supplies should be delivered, based on damage to the normal storage areas for the materials.
- Contacting vendors to schedule specific start dates for the repairs.
- Taking appropriate actions to safeguard equipment from further damage or deterioration.
- Coordinating the removal, shipment, and safe storage of all furniture, documentation, supplies, and other materials as necessary.
- Supervise all salvage and cleanup activities.
- Coordinating required departmental relocations to the recovery sites.
- Coordinating relocation to the permanent site after repairs are made
- Assuring that arrangements are made for meals and temporary housing facilities, when required, for all recovery personnel.

- Assuring order placement for consumable materials (forms, supplies, etc.) for processing based upon input from the other teams.
- Notifying the United States Postal Service of delivery disruption.
- Establishing internal mail delivery procedures and process.
- Assuring that mail, and reports are redirected to the proper location as required.

Emergency Response Team (Anthony Scheckton)

This team is responsible for:

- The safety of all employees.
- Inspecting the physical structure and identifying areas that may have sustained damage.
- Expanding on and/or revising the findings of the Preliminary Damage Assessment.
- Providing management with damage assessment reports and recommendations.

Information Technology Recovery Team (Michael Koenig, Victor Cohen)

This team is responsible for:

- Activating the IT Technology Recovery Plan (See also Disaster Recovery Plan).
- Managing the IT disaster response and recovery procedures.
- Mobilizing and managing IT resources.
- Coordinating all communications related activities, as required, with telephone & data communications, PC, LAN support personnel, and other IT related vendors.
- Assisting, as required, in the acquisition and installation of equipment at the recovery site.
- Ensuring that cellular telephones, and other special-order equipment and supplies are delivered to teams as requested.
- Participating in testing equipment and facilities.
- Participating in the transfer of operations from the alternate site as required.
- Coordinating telephone setup at the EOC and recovery site.
- Coordinating and performing restoration or replacement of all desktop PCs, LANs, telephones, and telecommunications access at the damaged site.
- Coordinating Disaster Recovery/IT efforts between different departments in the same or remote locations.
- Training Disaster Recovery/IT Team Members.

- Keeping Senior Management and the EOC Business Continuity Coordinator apprised of recovery status.

Section IV: Recovery Procedures

A. Purpose and Objective

This section of the plan describes the specific activities and tasks that are to be carried out in the recovery process for IMA. Given the Business Continuity Strategy outlined in **Section II**, this section transforms those strategies into a very specific set of action activities and tasks according to recovery phase.

The Recovery Procedures are organized in the following order: recovery phase, activity within the phase, and task within the activity.

The recovery phases are described in **Section II.D** of the Plan. In the Recovery Procedures document, the phases are listed in the order in which they will occur. The description for each recovery phase begins on a new page.

Each activity is assigned to one of the recovery teams. Each activity has a designated team member who has the primary assignment to complete the activity. Most activities also have an alternate team member assigned. The activities will only generally be performed in this sequence.

The finest level of detail in the Recovery Procedures is the task. All plan activities are completed by performing one or more tasks. The tasks are numbered sequentially within each activity, and this is generally the order in which they would be performed.

B. Recovery Activities and Tasks

PHASE I: Disaster Occurrence

ACTIVITY: Emergency Response and Emergency Operations Center Designation

ACTIVITY IS PERFORMED AT LOCATION: Albany Office

ACTIVITY IS THE RESPONSIBILITY OF THIS TEAM: All Albany Employees

TASKS:

1. After a disaster occurs, quickly assess the situation to determine whether to immediately evacuate the building or not, depending upon the nature of the disaster, the extent of damage, and the potential for additional danger.

Note: If the Albany office is a total loss, not accessible or suitable for occupancy, the remaining activities can be performed from the Emergency Operations Center (EOC), after ensuring that all remaining tasks in each activity have been addressed. This applies to all activities where the Albany Office is the location impacted by the disaster. The location(s) of the EOC are designated in **Appendix D - Emergency Operations Center (EOC) Locations**. The EOC may be temporarily setup at any one of several optional locations, depending on the situation and accessibility of each one. Once the Alternate site is ready for occupancy the EOC can be moved to that location.

2. Quickly assess whether any personnel in your surrounding area are injured and need medical attention. If you are able to assist them without causing further injury to them or without putting yourself in further danger, then provide what assistance you can and also call for help. If further danger is imminent, then immediately evacuate the building.
3. If appropriate, evacuate the building in accordance with your building's emergency evacuation procedures. Use the nearest stairwells. Do not use elevators.
4. **Outside of the building meet at (What Location?) Do not wander around or leave the area until instructed to do so.**
5. Check in with your department manager for roll call. This is important to ensure that all employees are accounted for.

ACTIVITY: Notification of IMA Senior Management

ACTIVITY IS PERFORMED AT LOCATION: Using Any Available Phone

ACTIVITY IS THE RESPONSIBILITY OF: Albany Management Team

PRIMARY: Anthony Scheckton

ALTERNATE: Laura Rotter

TASKS:

1. Team leader informs the members of the IMA senior management team if they have not already been informed.
2. IMA personnel are notified of the disaster by following procedures as included in **Section III. D. - Recovery Personnel Notification.**
3. Depending upon the time of the disaster, personnel are instructed what to do (i.e. stay at home and wait to be notified again, etc.)

ACTIVITY: Preliminary Damage Assessment**ACTIVITY IS PERFORMED AT LOCATION: Albany Office Location****ACTIVITY IS THE RESPONSIBILITY OF: Albany Management Team****TASKS:**

1. Contact the Organization Emergency Response Team Leader to determine responsibilities and tasks to be performed by the Albany Management Team or employees.
2. If the Organization Emergency Response Team requests assistance in performing the Preliminary Damage Assessment, caution all personnel to avoid safety risks as follows:
 - Enter only those areas the authorities give permission to enter.
 - Ensure that all electrical power supplies are cut to any area or equipment that could pose a threat to personal safety.
 - Ensure that under no circumstances is power to be restored to computer equipment until the comprehensive damage assessment has been conducted, reviewed, and authority to restore power has been expressly given by the Emergency Management Team.
3. Inform all team members that no alteration of facilities or equipment can take place until a thorough assessment of the damage has been performed and written authorization is given that repairs may begin.
4. Instruct the Organization Emergency Response Team Leader to deliver the preliminary damage assessment status report immediately upon completion.
5. Facilitate retrieval of items (contents of file cabinets, network backup tapes, control books, etc.) needed to conduct the preliminary damage assessment.
6. Ensure that administrative support is available, as required.
7. Arrange a meeting with the Emergency Management Team to review the disaster declaration recommendation that results from the preliminary damage assessment and to determine the course of action to be taken. Determine the strategy to recommend to IMA Senior Management (the Emergency Management Team Leader will be responsible for communicating this to IMA Senior Management).

ACTIVITY: Declaration of a Disaster**ACTIVITY IS PERFORMED AT LOCATION: Albany Office or Alternate Site(s)****ACTIVITY IS THE RESPONSIBILITY OF: Albany Management Team****TASKS:**

1. Actual declaration of a disaster is to be made by the Emergency Management Team, after consulting with senior management. The Albany Management Team should wait for notification from the Emergency Management Team that a disaster has been declared and that groups/departments are to start executing their Business Continuity Plans and relocate to their Alternate Business Site Location.
2. The person contacted verifies that the caller is someone who is authorized to do the notification.
3. The person contacted notifies IMA Senior Management, if they have not yet been contacted.
4. In the event the Emergency Management Team cannot be assembled or reached, the Team Leaders from the Albany Management Team should assemble, gather appropriate information, consult with senior management, and make the decision whether to declare the disaster.
5. Because of the significance, disruption, and cost of declaring a disaster, appropriate facts should be gathered and considered before making the decision to declare a disaster. Individual groups / department personnel or the respective Albany Management Team should not unilaterally make a decision to declare a disaster. This is the responsibility of the Emergency Management Team.

PHASE II: Plan Activation**ACTIVITY: Notification and Assembly of Recovery Teams and Employees****ACTIVITY IS PERFORMED AT LOCATION: Alternate Site(s)****ACTIVITY IS THE RESPONSIBILITY OF: Albany Management Team****TASKS:**

1. The team leader calls each member of the management team, instructs them of what time frame to assemble at the IMA Emergency Operations Center (to be decided at the time), and to bring their copies of the Plan. The location(s) of the EOC are designated in **Appendix D - Emergency Operations Center (EOC) Locations**. The EOC may be temporarily setup at any one of several optional locations, depending on the situation and accessibility of each one. Once the Alternate site is ready for occupancy the EOC can move to that location, if preferred.
2. Review the recovery strategy and action plan with the assembled team.
3. If necessary, adjust the management team assignments based on which members are available.
4. The Management Team contacts critical employees and tells them to assemble at the alternate site. If the alternate site is a long distance from the primary site (i.e. out-of-state), then individuals should make their own travel arrangements to the alternate site. Non-critical employees should be instructed to stay at home, doing what work is possible from home, until notified otherwise.
5. **In the event of a disaster that affects telecommunications service regionally**, the Management Team should instruct critical employees to proceed to the alternate site even if they have not been contacted directly. Delays in waiting for direct communications can have a negative impact on IMA's ability to recover vital services.

ACTIVITY: Relocation to Alternate Site

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: All Critical Personnel

TASKS:

1. When instructed by the Albany Management Team, make arrangements to commute or travel to the alternate site. **Reference item #5 under Notification and Assembly Procedures for exception to this step.**
2. The IMA senior management team needs to consult with the Emergency Management Team and the Organization Emergency Response Team to determine if access can be gained to the primary Albany (damaged) site to retrieve vital records and other materials. The Organization Emergency Response Team will only allow access to the primary site if the authorities grant access. This will be dependent upon the nature of the disaster and the extent of damage.
3. If allowed access to the primary site to retrieve vital records and other materials, **perform some pre-planning to determine what is most important to retrieve.** This may be necessary since the time you may be allowed access to the primary site may be minimal.
4. Depending on the amount of vital records and other materials you are able to retrieve from the primary site, make arrangements to transport this material to the alternate site. If the material is not too great, this could be accomplished by giving to employees to carry along with them. If the material is a large amount, then make arrangements for transport services and/or overnight courier services.
5. Management and critical employees travel to alternate site.

ACTIVITY: Implementation of Interim Procedures

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: Albany Management Team

TASKS:

1. After arrival at the alternate site, map out locations that can be used for workspace. This should include unused offices and cubicles, conference rooms, training rooms, lunch/break areas, and open space in hallways or in other areas.
2. Obtain additional tables and chairs, either from the office or from outside rental agencies to provide additional workspace. Place in any available open areas but be cautious of not blocking exits for fire evacuation purposes.
3. **Determine flexible working schedules for staff** to ensure that client and business needs are met, but also to enable effective use of space. This may require that some employee's work staggered shifts or may need to work evening or nightshifts.
4. Gather vital records and other materials that were retrieved from the primary site and determine appropriate storage locations, keeping in mind effectiveness of workgroups.
5. Determine which vital records, forms, and supplies are missing. Obtain from off-site storage location or from other sources, as needed, per Appendices E & F.
6. Developed prioritized work activities, especially if all staff members are not available.

ACTIVITY: Establishment of Telephone Communications

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: IMA's IT Department

TASKS:

1. IMA's telecom system is VoIP cloud based. Once IMA personnel move to the alternate site, they will use the computers provided to them along with the vendor's VoIP telephony application, pre-installed on the computer. Alternatively, they may use the VoIP cell phone app provided by the telecom provider.
2. Coordinate with the Organization Communications Team regarding contacting customers to notify them of the disaster situation, how IMA is responding, and how you can be reached. **Do not contact customers until the Organization Communications Team has given you directions.**

Organization Communications will provide you with scripts and guidance on how to discuss the disaster with customers to provide assurance that their confidence in IMA will be maintained.

ACTIVITY: Restoring Data Processing and Data Communications with Primary or Secondary Backup Data Center

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF THIS TEAM: IMA's IT Department

TASKS:

1. Contact IMA's IT Department to determine when the data center is to be recovered, if affected by the disaster. Also, discuss when data communications will be established between the primary or secondary backup data center and your alternate site.
2. If your alternate site is another IMA office, determine if that site has access to the computer systems that IMA uses. If so, work with local office management to determine how workstations can be shared between personnel from their groups/departments and IMA. This may involve using flexible hours or multiple shifts for your personnel.
3. Discuss with IMA's IT Team when and how replacement PC's and/or terminals will be provided to you at the alternate site and when they will be connected.
4. Discuss with IMA's IT Team when the files from your normal PC/LAN servers and applications will be restored and how you can access those files.
5. Communicate the IT recovery status to all IMA personnel who regularly use the systems.

PHASE III: Alternate Site Operations**ACTIVITY: Alternate Site Processing Procedures****ACTIVITY IS PERFORMED AT LOCATION: Alternate Site****ACTIVITY IS THE RESPONSIBILITY OF: Alternate Site Operations Team****TASKS:**

1. Communicate with customers regarding the disaster and re-solicit phone contacts (in conjunction with the Organization Communications Team)
2. Acquire needed vital documents
3. Access missing documents and files and reconstruct, if necessary
4. Set up operation

ACTIVITY: Manage work backlog reduction.

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site

ACTIVITY IS THE RESPONSIBILITY OF: Alternate Site Operations Team

TASKS:

1. Determine priorities for work backlogs to ensure the most important backlogged tasks are resolved first.
2. Set an overtime schedule, if required, based on staff and system availability.
3. Report the backlog status to IMA's senior management on a regular basis.
4. If backlogs appear to be very large or will take a significant time to recover, determine if temporaries could be used for certain tasks to help eliminate the backlogs. If justified, arrange for temporaries to come in.

PHASE IV: Transition to Primary Operations**ACTIVITY: Changing Telephone and Data Communications Back to Primary Site****ACTIVITY IS PERFORMED AT LOCATION: Alternate Site****ACTIVITY IS THE RESPONSIBILITY OF: IMA's IT Department, Albany Management Team, IMA's senior Management Team****TASKS:**

1. Coordinate with the Organization Disaster Recovery/IT Team to determine when IMA will be relocating back to the primary site. Verify that they have a schedule to ensure that telephone and data communications are rerouted accordingly.
2. Discuss when and how PC's, terminals, and printers, if brought into the alternate site, will be de-installed, moved back to the primary site and re-installed.

ACTIVITY: Terminating Alternate Site Procedures

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site and Primary Site

**ACTIVITY IS THE RESPONSIBILITY OF: IMA's IT Department, Albany Management Team,
IMA's senior Management Team**

TASKS:

1. Determine which alternate site operating procedures will be suspended or discontinued and when.
2. Communicate the changes in procedures to all affected staff.
3. Determine if additional procedures are needed upon return to the primary site, such as to continue resolving work backlogs.

ACTIVITY: Relocating Personnel, Records, and Equipment Back to Primary (Original) Site

ACTIVITY IS PERFORMED AT LOCATION: Alternate Site and Primary Site

ACTIVITY IS THE RESPONSIBILITY OF: IMA's IT Department, Albany Management Team, IMA's senior Management Team

TASKS:

1. Determine when IMA will be scheduled for relocating back to the primary site.
2. Communicate this schedule to all IMA personnel.
3. Inventory vital records, equipment, supplies, and other materials, which need to be transported from the alternate site to the primary site.
4. Pack, box, and identify all materials to be transported back to the primary site.
5. In conjunction with the Albany Management Team, make arrangement for a moving company or courier service to transport the boxes back to the primary site.

Section V: Appendices

[Appendix B - Recovery Priorities for Critical Business Functions](#)

[Appendix D - Emergency Operations Center \(EOC\) Locations](#)

[Appendix F - Forms and Supplies](#)

[Appendix G - Vendor Lists](#)

[Appendix H - Alternate Site Transportation Information](#)

[Appendix K - Alternate Site Accommodations Information](#)

[Appendix L - Severity Impact Assessments](#)

[Appendix M - IMA Business Impact Assessment](#)

[Appendix N - Recovery Tasks List](#)

[Appendix O - Recommended IMA Office Recovery](#)

[Appendix P - Guides to EMS](#)

Appendix B - Recovery Priorities for Critical Business Functions

| System | Priorities | Maximum Allowable Downtime | | | |
|--------------|------------|----------------------------|----------|-----------|-----------|
| | | 1-2 Days | 3-5 days | 1-2 weeks | > 2 weeks |
| Email | High | | X | | |
| Telecom | Critical | X | | | |
| Internet | Critical | X | | | |
| WATS | Critical | X | | | |
| Dynamics SL | High | | X | | |
| Paychex | Medium | | | X | |
| Dynamics CRM | Critical | X | | | |
| ETS | Critical | X | | | |
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Appendix D - Emergency Operations Center (EOC) Locations

Recovery Locations

Alternate Sites

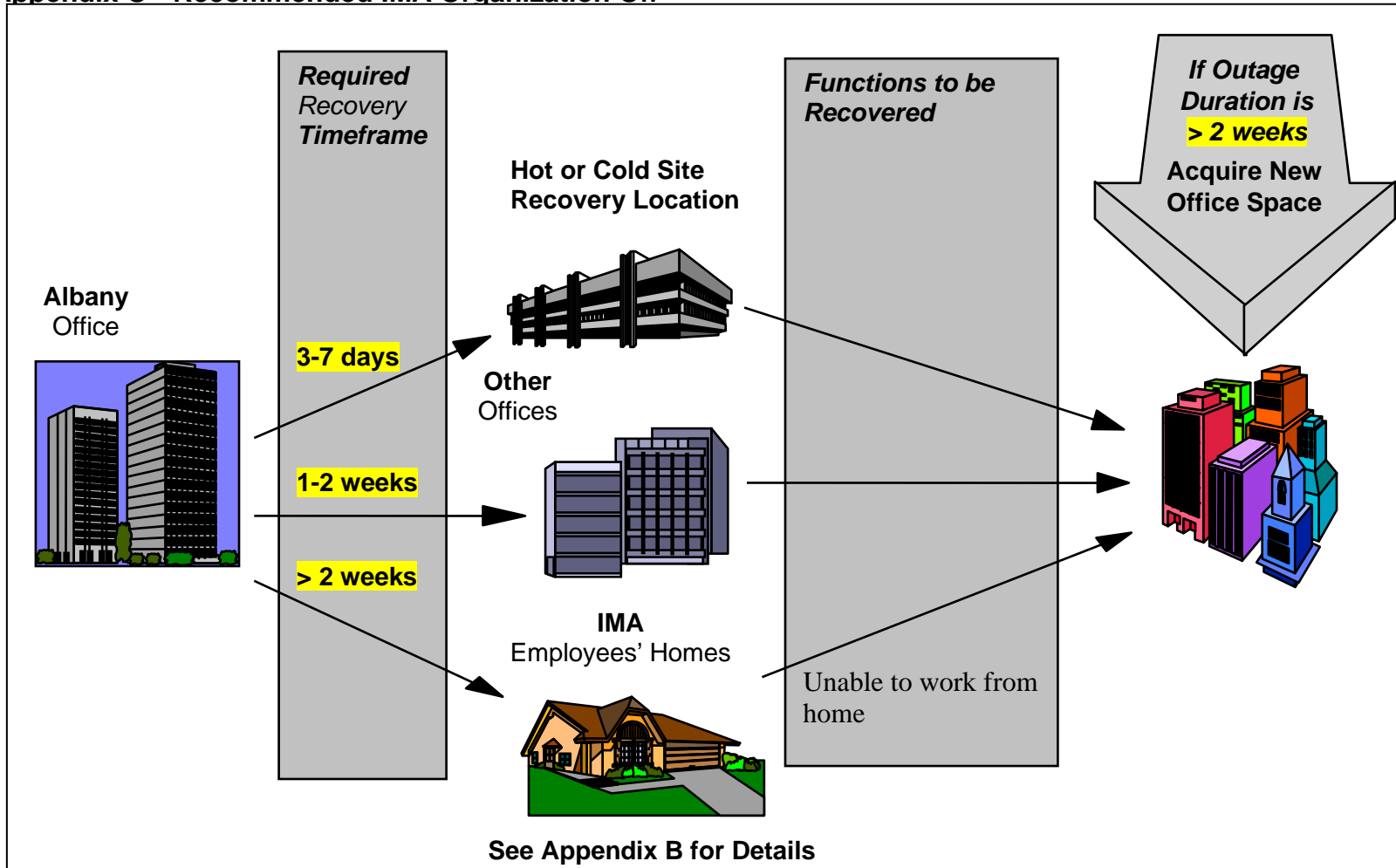
| Critical Function | Alternate Site |
|--------------------------|--|
| Albany Personnel | Tarrytown or Work from Home as appropriate |
| Tarrytown Personnel | Albany or Work from Home as appropriate |
| Other location Personnel | Work from Home as appropriate |
| | |
| | |



Appendix H - Alternate Site Transportation and Accommodation Information

Employees will be notified by IMA designees if a disaster is declared, as to the location and when to report. The recovery site will either be “Work from Home” or working from another IMA location. Directions will be supplied at the time of notification, if necessary.

Appendix O - Recommended IMA Organization Off



Invoice

Commonwealth of Pennsylvania
Dept. of Corrections

Accounts Payable
RE: **CANDIDATE'S NAME**

Exam Location

Acct ID:
Invoice #:
Invoice Date:
Due Date:
Reference #:
Tax ID: **201919610**
Contract:
PO: **SAP PO#**
Appt ID:

| EXAM DATE | QUANTITY | SERVICES PROVIDED | PROVIDER NAME | FEE AMOUNT |
|-----------|----------|-------------------|---------------|------------|
|-----------|----------|-------------------|---------------|------------|

Total Amount Due:

IMA Professional Services of PA, PC
LB#1792-A, PO Box 95000, Philadelphia, PA 19195-0001
(914) 323-0300 (914) 323-0393 FAX
Affirmative Action/Equal Opportunity Employer

Lot 1- Medical Examinations

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Mark Weinberger, COO [title] of IMA Professional Services of PA, PC [name of Contractor] a Pennsylvania [place of incorporation] corporation or other legal entity, ("Contractor") located at 666 White Plains Rd. Suite 630 Tarrytown NY 10591 [address], having a Social Security or Federal Identification Number of 46-3799057, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

 2/8/2021
Signature/Date

Marigou Arakian, Exec. Asst.
Printed Name/Title

IMA Professional Services of PA PC
Corporate or Legal Entity's Name

 2/8/2021
Signature/Date

Mark Weinberger, COO
Printed Name/Title



IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

| | |
|--|----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> IMA Professional Services of PA PC | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> Mark Wemberger, PhD COO | <i>Date Executed</i> 2/8/2021 |

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

| | |
|--|----------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | <i>Date Executed</i> |

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

IMA Professional Services of PA, PC

Contact information for submitting party:

Mark Weinberger, Ph.D.
mark.weinberger@themagroup.com
914-323-0345
Fax- 914-219-3173

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Proposal to provide medical pre-employment examinations of Correction Officer Candidates for the Department of Corrections.

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Response to a Request for Proposals

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*



No information has been included that I believe is exempt from public disclosure.



Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost response.
- Information submitted as part of a vendor's technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

| <u>Page Number</u> | <u>Description</u> | <u>Explanation</u> |
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Acknowledgment


The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.



Signature

COO

Title

2/8/2021

Date