



FULLY EXECUTED - CHANGE 3

Contract Number: 4400028411

Original Contract Effective Date: 07/06/2023

Valid From: 09/01/2023 To: 08/31/2025

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

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 215966

Supplier Name/Address:

HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL
3410 HAMILTON BLVD
ALLENTOWN PA 18103-4539 US

Supplier Phone Number: 610-433-3677

Supplier Fax Number: 610-433-7227

Please Deliver To:

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

Contract Name:

Regulatory Licensing - DHS

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	Licensing Tech Central Region	0.000	Hour	35.00	1	0.00
Item Text						
OMHSAS & BHSL Licensing Technician						
All Regions						
09/01/2023 - 08/31/2025						

2	Workload Mgr	0.000	Hour	35.00	1	0.00
Item Text						
OMHSAS & BHSL Workload Mgr						
All Regions						
09/01/2023 - 08/31/2025						

3	Licensing Tech Sup	0.000	Hour	40.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 3**

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Valid From: 09/01/2023 To: 08/31/2025

Supplier Name:

HOBBIE PROFESSIONAL STAFF MGMT INC

DBA HEALTHSKIL

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text OMHSAS & BHSL Licensing Technician Supervisor All Regions 09/01/2023 - 08/31/2025						
4	Licensing Tech	0.000	Hour	35.00	1	0.00
Item Text OCYF Licensing Technician All Regions 09/01/2023 - 08/31/2025						
5	Workload Mgr	0.000	Hour	35.00	1	0.00
Item Text OCYF Workload Mgr All Regions 09/01/2023 - 08/31/2025						
6	Licensing Tech Sup	0.000	Hour	40.00	1	0.00
Item Text OCYF Licensing Technician Supervisor All Regions 09/01/2023 - 08/31/2025						
7	Travel	0.000	Each	1.00	1	0.00
9	OT - Licensing Tech	0.000	Hour	52.50	1	0.00
10	OT - Workload Mgf	0.000	Hour	52.50	1	0.00
11	OT - Lic Tech Sup	0.000	Hour	60.00	1	0.00

General Requirements for all Items:**Information:**



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HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL

Header Text

Regulatory Licensing Services for the Department of Human Services.

Overtime line items were added. Peg 121223

Change Order 3 was completed to correct discrepancy of the Terms & Conditions, V.4 CONTRACT -002.2D Renewal of Contract Term; Adjusted Prices - Fixed Percentage. T&C's to match SOW IV-1. GENERAL INFORMATION, Section E. Contract Term, allowable maximum rate increase of 2.0 %. Change Notice can be found in Records Management. Peg 042224

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2

Contract Number: 4400028411

Original Contract Effective Date: 07/06/2023

Valid From: 09/01/2023 To: 08/31/2025

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

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 215966

Supplier Name/Address:

HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL
3410 HAMILTON BLVD
ALLENTOWN PA 18103-4539 US

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Supplier Fax Number: 610-433-7227

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	Item Text OMHSAS & BHSL Workload Mgr All Regions 09/01/2023 - 08/31/2025					
3	Licensing Tech Sup	0.000	Hour	40.00	1	0.00

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2

Contract Number: 4400028411

Original Contract Effective Date: 07/06/2023 Valid From: 09/01/2023 To: 08/31/2025

Supplier Name:

HOBBIE PROFESSIONAL STAFF MGMT INC
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General Requirements for all Items:

Header Text

Regulatory Licensing Services for the Department of Human Services.

Overtime line items were added. Peg 121223

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1

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Valid From: 09/01/2023 To: 08/31/2025

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

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Your SAP Vendor Number with us: 215966

Supplier Name/Address:

HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL
3426 HAMILTON BLVD
ALLENTOWN PA 18103-4539 US

Supplier Phone Number: 610-433-3677

Supplier Fax Number: 610-433-7227

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Supplier's Signature _____

Title _____

Printed Name _____

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Supplier Name:

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7	Travel	0.000	Each	1.00	1	0.00

General Requirements for all Items:

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

Purchasing Agent

Name: Walters Corinna

Phone: 717-346-7097

Fax: 717-783-6241

Your SAP Vendor Number with us: 215966

Supplier Name/Address:

HOBBIE PROFESSIONAL STAFF MGMT INC
DBA HEALTHSKIL
3426 HAMILTON BLVD
ALLENTOWN PA 18103-4539 US

Supplier Phone Number: 610-433-3677

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General Requirements for all Items:

Header Text
Regulatory Licensing Services for the Department of Human Services.
No further information for this Contract

Information:

STATEMENT OF WORK

INVITATION FOR BID

FOR

**Department of Human Services
Regulatory Licensing Staff**

ISSUING OFFICE



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT**

**555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101**

IFB NUMBER

6100058565

DATE OF ISSUANCE

May 2, 2023

**PART IV
STATEMENT OF WORK**

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Part IV-7 PRICING AND PAYMENT

Part IV-8 INVOICING

Appendix A – COST SUBMITTAL

Appendix B – LOBBYING CERTIFICATE

Appendix C – IRAN FREE PROCUREMENT CERTIFICATION FORM

Appendix D – REGULATORY LICENSING STAFF POSITION DESCRIPTIONS

Appendix E – BUSINESS ASSOCIATES ADDENDUM (HIPAA)

Appendix F – STANDARD CONTRACT TERMS AND CONDITIONS

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ONLY CERTIFIED SMALL BUSINESSES ARE ELIGIBLE FOR AWARD

The Department of General Services has designated this contract as a Small Business Procurement to provide DGS-certified small businesses with opportunities to compete against other DGS-certified small businesses for Commonwealth agency and DGS statewide contracts. Only certified small businesses are eligible to submit a bid and receive an award. The small business requirements and certification process can be found on the following site: <https://www.ggs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

The Small Business Certification will be provided after the self-certification process on the SBPI site:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A valid Department of General Services (DGS) Small Business certificate will be required as part of the bid in order to be deemed a responsive bidder. Any business without a valid certificate on the bid due date and time may be rejected as non-responsive.

This contract will be monitored for compliance by the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

IV-1. GENERAL INFORMATION.

A. Contract Scope/Overview:

The Department of General Services (DGS) (“Issuing Office”) on behalf of the Department of Human Services (DHS) is issuing an Invitation to Bid (IFB) for a Contractor to provide Regulatory Licensing Staff for DHS locations throughout the Commonwealth of Pennsylvania.

B. Geographical Locations:

The awarded supplier must be able to provide services to all locations and counties in the Commonwealth of PA as serviced from DHS Regional offices: Pittsburgh, Harrisburg, Scranton, and Norristown. See directories of child residential and day treatment facilities, long-term structured residence licensure, and community residential rehabilitation services as a representative of possible service locations that may be inspected at [Regional OMHSAS Contacts \(pa.gov\)](http://Regional OMHSAS Contacts (pa.gov))

Regional offices and service counties for Bureau of Human Services Licensing (BHSL) and the Office of Mental Health and Substance Abuse Services (OMHSAS) are listed below.

Central Region (Harrisburg): Somerset, Cambria, Blair, Bedford, Huntingdon, Fulton, Mifflin, Juniata, Franklin, Perry, Cumberland, Adams, Dauphin, York, Lebanon, Lancaster

Northeast Region (Scranton): Potter, Cameron, Clinton, Centre, Tioga, Lycoming, Union, Snyder, Bradford, Sullivan, Montour, Northumberland, Columbia, Susquehanna, Wyoming, Luzerne, Schuylkill, Lackawanna, Carbon, Wayne, Pike, Monroe, Northampton, Lehigh, Berks

Northwest Region (Pittsburgh): Erie, Crawford, Mercer, Lawrence, Beaver, Venango, Butler, Warren, Forest, Clarion, Armstrong, McKean, Elk, Jefferson, Indiana, Clearfield

Southeast Region (Norristown): Bucks, Chester, Delaware, Montgomery, Philadelphia

Southwest Region (Pittsburgh): Allegheny, Fayette, Greene, Washington, Westmoreland

The counties within the region may vary slightly for the individuals assigned as Workload Managers.

Regional offices and service counties for the Office of Children, Youth, and Families (OCYF) are listed below.

Western Region: Erie, Warren, McKean, Potter, Crawford, Mercer, Venango, Forest, Elk, Cameron, Lawrence, Butler, Clarion, Jefferson, Clearfield, Armstrong, Indiana, Beaver, Allegheny, Westmoreland, Washington, Greene, and Fayette.

Central Region: Lycoming, Clinton, Centre, Union, Columbia, Snyder, Northumberland, Montour, Cambria, Blair, Huntingdon, Juniata, Perry, Dauphin, Lebanon, Somerset, Bedford, Fulton, Franklin, Adams, York, and Lancaster.

Northeast Region: Tioga, Bradford, Susquehanna, Wayne, Sullivan, Wyoming, Lackawanna, Luzerne, Pike, Monroe, Carbon, Schuylkill, Northampton, and Lehigh.

Southeast Region: Berks Bucks, Montgomery, Chester, Philadelphia, and Delaware.

C. Issuing Office:

The sole point of contact in the Commonwealth for this IFB shall be Corey Walters, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer via E-Mail at cwalters@pa.gov. Only electronically submitted questions will be accepted. Please include IFB Solicitation Number, 6100058565, in the subject line of the email. All questions pertaining to this solicitation shall be submitted via email to the Issuing Officer no later than May 10, 2023 at 12:00 PM.

D. Method of Award:

The Commonwealth intends to award a contract to the bidder based on the lowest cost, who is deemed both responsive and responsible.

All contract quantities are estimated good faith quantities.

E. Contract Term:

The contract shall commence on the Effective Date to be September 1, 2023 and expire August 31, 2025. The contract may be renewed up to three (3) one (1) year terms at the discretion of the Commonwealth. Any renewal will be under the same terms and conditions provided; however, the rates under the contract may be increased up to two percent (2%) for each year upon receipt of sufficient justification from the awarded supplier and agreement with the Commonwealth.

The awarded supplier shall provide written notification to the Department of General Services Issuing Officer, Corey Walters at cowalters@pa.gov no later than March 1st of each subsequent year, if increases are to be requested. Justification shall be provided with the request for increase at the time of the request.

IV-2. CRITERIA FOR QUALIFICATION:

A. Supplier Registration:

Interested bidders must register as a supplier on the PA Supplier Portal at www.pasupplierportal.state.pa.us If your company is already registered in the PA Supplier Portal, registration is not necessary. Prior to registration, bidders are strongly encouraged to review the Supplier Registration and Bidding guides available at the Supplier Service Center at: [Supplier Guide - Locate Bid Opportunities on eMarketplace.pdf \(pa.gov\)](#)

For any questions or issues related to the registration process, contact the Customer Service Center (CSC) at 877-435-7363 Option 1. For any questions or issues related to the online bidding process, contact the Customer Service Center (CSC) at 877-435-7363 Option 2.

B. Health Insurance Portability and Accountability Act (HIPAA) Regulations:

The selected Supplier 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). By submitting a response, the Supplier agrees to the Business Associates Addendum contained in **Appendix E** of the IFB.

C. Bid Submission:

Interested bidders shall complete and return the following documents with your bid:

- Appendix A – Cost Submittal Worksheet;
- Appendix B – Lobbying Form;
- Appendix C – Iran Free Certification Form;
 - **Iran Free Procurement Certification & Disclosure:** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: 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). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response. See the following web page for current Iran Free Procurement list: [ProposedIranFreeProcurementList.pdf \(pa.gov\)](#)
- Copy of current Small Business Certificate
- Documentation that the bidder has at least five (5) years’ experience in providing human services and/or medical staffing for public or private companies.
- Company’s employee disciplinary procedure;
- Copy of Certificate of Insurance; and
- Implementation Plan. **See IV-3 CONTRACTS TASKS for requirements.** Items included in the plan shall include, but not limited to:
 - Personnel who will be dedicated to this project;
 - The strategy for transition of current individual contractors;
 - The strategy for the addition of new contractor resources, if needed;
 - Timeline that will be applied to the transition plan;
 - Responsibilities of all parties involved; and
 - Breakdown of activities that will be performed in the transition phase.

IV-3. CONTRACT TASKS.

- A. Awarded supplier shall be responsible for all recruitment of the required positions as needed by DHS.
- B. Upon request for a position to be filled (within two (2) business days) awarded supplier shall acknowledge receipt of request.
- C. The awarded supplier shall submit a minimum of three (3) resumes per opening per job description within fifteen (15) business days to DHS.
- D. Once resumes are received and accepted by DHS, interviews will be conducted by supervising staff.

- E. DHS shall have up to five (5) days from final interview to provide feedback and / or accept a candidate.
- F. Upon notification from DHS, awarded supplier shall submit the background check for the potential candidate within 15 calendar days.
- G. Implementation: Supplier shall provide an implementation plan with its bid that outlines the following topics. The Commonwealth reserves the right to request an updated, or more detailed, implementation plan and timeline with specific dates after Contract award takes place.
 - 1. Personnel who will be dedicated to this project;
 - 2. The strategy for transition of current individual contractors;
 - 3. The strategy for the addition of new contractor resources, if needed;
 - 4. Timeline that will be applied to the transition plan;
 - 5. Responsibilities of all parties involved; and
 - 6. Breakdown of activities that will be performed in the transition phase.

H. Training:

Contracted Staff shall satisfactorily complete the DHS training program which involves completing various training programs at the office, attending the multi-day orientation program, on the job training by the supervisor, and shadowing an inspector. An individual's training may require a few months to six months, depending on the individual.

I. Position Descriptions:

Regulatory Licensing Staff Position Descriptions, Appendix D, include Position Purpose, Educational Requirements/Work Experience/Training, Description of Duties, and Essential Functions.

IV-4. CONTRACT REQUIREMENTS:

A. Background Checks:

The awarded Supplier, at its expense, **within 15 calendar days of contract award**, shall provide the following checks: [Pennsylvania State Police background check](#), [Pennsylvania Child Abuse background check](#), and FBI background check: [FBI Fingerprinting \(pa.gov\)](#) for each of its employees, and employees of any subcontractors, who will have access to the Commonwealth facilities, either on-site or through remote access. For implementation, the background checks must be conducted prior to initial access. For staff added during the contract period, background checks will be required after job offer and before access will be granted to worksite. All supplier staff will require background checks on an annual basis thereafter. The criminal background check reports will remain on file with the Department of Human Services, specific to the program office in which the individual is assigned.

Before the Commonwealth will permit access to the Contractor Employees, the Contractor must provide written documentation that the background checks have been

conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access unless the Commonwealth consents to the access in writing prior to the access. If at any time a supplier's employee is arrested for or convicted of an offense that would constitute grounds for denying employment, the contractor shall provide written notice of the arrest, conviction, or substantiated perpetrator status to the Bureau of Human Services Licensing Director within 72 hours. The Commonwealth may withhold its consent in its sole discretion.

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

B. Non-Compete / Employment restrictions:

By submitting a bid, the awarded Supplier agrees that at the termination of the Contract or at any time during employment the Supplier will not enforce any non-compete or similar employment restrictions that the Supplier may have in place against any staff placed at Commonwealth facilities under this Contract who wish to remain at a Commonwealth facility and are able to come to terms with the successor Supplier or directly with the Commonwealth, for continuing their placement.

C. Commonwealth Access:

ID badges will be provided by the Commonwealth. Resources working at Commonwealth locations may work with both Federal and State employees and must be identifiable at all times as a contractor by wearing a Commonwealth provided identification badge. If a resource is on-site for more than a two (2) week period, [Management Directive 625.10](#) and any revisions thereof must be followed.

Any correspondence that is sent by the resource while working for the Commonwealth must include the following statement: "I am not a government employee and have no legal authority to obligate any Federal or State government in any way."

D. Work Location Security:

Bidders shall follow all required security procedures at each worksite for signing in and out, obtaining and displaying contractor badges or other necessary identification or other requirements as deemed necessary. Particularly sensitive areas may require Commonwealth staff to accompany the resource. These procedures may vary from location to location and must be followed.

IV-5. EQUIPMENT AND SUPPLIES:

Department of Human Services will provide tools and resources to perform tasks for each position including computer or tablet, Virtual Private Network (VPN), and may be provided a mobile phone and/or sim card. Licensed regulatory inspector staff will be required to submit a monthly report via the internet. Offsite internet access will not be provided or reimbursed.

IV-6. PERFORMANCE STANDARDS:

- A. Supplier to provide a minimum of three (3) qualifying resumes per request within fifteen (15) business days to the requesting Agency. Supplier will pay \$50 per occurrence to the requesting agency for each time this SLA is not met.
- B. Confirmation of Request. The Supplier has one (2) business days to confirm receipt of a request for a resource. Supplier will pay \$50 per occurrence to the requesting agency for each time this SLA is not met.
- C. The Supplier will be allowed a 60-day grace period during the implementation phase of the contract to “ramp up” services. After the 60-day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the DHS Program Administrator, or designee, one (1) month after the grace period ends.

IV-7. PRICING AND PAYMENT:

- A. Pricing: Pricing shall be submitted on **Appendix A – Cost Submittal**.

Overtime is payable at one- and one-half times the base hourly rate upon exceeding 40 hours in one week. An individual’s standard work week is 37.5 hours.

Individuals will not be expected to work on holidays; however, if an emergency situation occurs that requires support for a facility/home/residence closure or other catastrophic event, individuals would be expected to work accordingly.

- B. Reimbursable Expenses: All travel expenses must be pre-approved by the Agency. Supplier travelers on official Commonwealth business will receive reimbursement of actual expenses incurred in the performance of their duties with complete justification for incurred expenses. Justification includes matching receipts and approved expense verifications. Mileage will be reimbursed to supplier employees. Mileage starts from the shortest distance from origination point (DHS Office, Supplier’s Office or employees home) directly to the inspection location site and returning back to the DHS Office, Supplier’s Office, or any other location. All reimbursable Expenses including mileage will be paid to the supplier, and the supplier will distribute back to their employees. **Mileage will be paid at current GSA published rates for privately owned vehicles**
<http://www.gsa.gov/portal/content/100715>.

HOLIDAYS: The Commonwealth of Pennsylvania observes the following holidays:

1. New Year's Day
2. Martin Luther King
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

IV-8. INVOICING:

Invoices can be emailed to 69180@pa.gov.

If not familiar with the commonwealth's E-Invoicing Program, please visit our [E-Invoicing Program](#) page for details and requirements.

If you are unable to participate in the E-Invoicing Program, you can mail a paper invoice to:

**Commonwealth of Pennsylvania – PO Invoice
PO Box 69180
Harrisburg, PA 17106**

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheet contained in this workbook shall constitute the Cost Submittal for **IFB 6100058565**.

The cost submittal worksheet consists of an Instructions tab, Bidder Info tab and Cost Submittal tab labeled OMHSAS BHSL and OCYF.

1. Complete the **Bidder Info Tab**.
2. Bidder shall complete the Hourly Bill Rates to the Commonwealth Columns in Tabs "**OMHSAS BHSL**" and "**OCYF**". Hourly rate shall be based on per one (1) resource.
3. Total Bid will be automatically calculated on the Bidder Info tab that will be used to determine award.

Hourly quantities are estimated and may increase or decrease depending on the needs of the agency. Note that for Tab OMHSAS and BHL estimated quantities are a combined total of 3,900 (1,950 hours per each) for one year. Initial term of the contract is two (2) years and the totals reflect the two (2) years within this cost submittal.

**APPENDIX A
 COST SUBMITTAL WORKSHEET
 BIDDER INFO
 IFB 6100058565**

BIDDER NAME	CONTACT PERSON	
Hobbie Professional Staff Management	Matt Hobbie	
BIDDER ADDRESS	EMAIL ADDRESS	
3410 Hamilton Boulevard Allentown, PA 18103	mhobbie@healthskil.com	
	PHONE NUMBER	FAX NUMBER
	610-433-3677x136	610-433-7227
	VENDOR NUMBER	
	215966	

Total Cost for Initial Term for OMHSAS, BHSL & OCYF: \$

6,006,000.00

**APPENDIX A
COST SUBMITTAL WORKSHEET
IFB 6100058565**

Vendor Name Hobbie Professional Staff Management

	Hourly Bill Rate To Commonwealth	Estimated Hours Per Position Per Year	Total
Licensing Technician Central Region	\$ 35.00	1950	\$ 68,250.00
Workload Manager Central Region	\$ 35.00	1950	\$ 68,250.00
Licensing Technician Supervisor Central Region	\$ 40.00	1950	\$ 78,000.00
Licensing Technician Northeast Region	\$ 35.00	1950	\$ 68,250.00
Workload Manager Northeast Region	\$ 35.00	1950	\$ 68,250.00
Licensing Technician Supervisor Northeast Region	\$ 40.00	1950	\$ 78,000.00
Licensing Technician Western Region	\$ 35.00	1950	\$ 68,250.00
Workload Manager Western Region	\$ 35.00	1950	\$ 68,250.00
Licensing Technician Supervisor Western Region	\$ 40.00	1950	\$ 78,000.00
Licensing Technician Southeast Region	\$ 35.00	1950	\$ 68,250.00
Workload Manager Southeast Region	\$ 35.00	1950	\$ 68,250.00
Licensing Technician Supervisor Southeast Region	\$ 40.00	1950	\$ 78,000.00

Total Cost For OCYF Initial Term \$ 1,716,000.00

IFB 6100058565

Vendor Name _____

	Hourly Bill Rate To Commonwealth	Estimated Hours Per Position Per Year	Total
Licensing Technician Central Region	\$ 35.00	3900	\$ 136,500.00
Workload Manager Central Region	\$ 35.00	3900	\$ 136,500.00
Licensing Technician Supervisor Central Region	\$ 40.00	3900	\$ 156,000.00
Licensing Technician Northeast Region	\$ 35.00	3900	\$ 136,500.00
Workload Manager Northeast Region	\$ 35.00	3900	\$ 136,500.00
Licensing Technician Supervisor Northeast Region	\$ 40.00	3900	\$ 156,000.00
Licensing Technician Northwestern Region	\$ 35.00	3900	\$ 136,500.00
Workload Manager Northwestern Region	\$ 35.00	3900	\$ 136,500.00
Licensing Technician Supervisor Northwestern Region	\$ 40.00	3900	\$ 156,000.00
Licensing Technician Southwestern Region	\$ 35.00	3900	\$ 136,500.00
Workload Manager Southwestern Region	\$ 35.00	3900	\$ 136,500.00
Licensing Technician Supervisor Southwestern Region	\$ 40.00	3900	\$ 156,000.00
Licensing Technician Southeast Region	\$ 35.00	3900	\$ 136,500.00
Workload Manager Southeast Region	\$ 35.00	3900	\$ 136,500.00
Licensing Technician Supervisor Southeast Region	\$ 40.00	3900	\$ 156,000.00

Total Cost For OMHSAS BHSL Initial Term \$ 4,290,000.00

HealthSkil

Great Care Starts with Great People!

May 22, 2023

Hobbie Professional Staff Management: HealthSkil Proposal
Regulatory Licensing Staff
Prepared for the Commonwealth of Pennsylvania
Department of General Services



Introduction

Hobbie Professional Staff Management, Inc. is a Recruiting and Staffing service based in Allentown, Pennsylvania. As a significant part of Hobbie Professional is based on providing Healthcare professionals, the trade name of HealthSkil is used for marketing purposes.

Since August 18, 2004, Hobbie Professional Staff Management has been recognized as a certified Women's Business Enterprise by the National Women's Business Enterprise National Council. Hobbie Professional also holds certifications with the Pennsylvania Department of General Services as a Small Business (Certification number 215966202203-SB) and a Small Diverse Business (Certificate number 215966202203-SDB-W).

In addition, HealthSkil has earned two additional certifications. The initial certificate of distinction for Health Care Staffing was earned with the Joint Commission on November 18, 2010. HealthSkil has continually retained the certification since that time. In January, 2019, the Department of Human Services of the Center for Medicare Services awarded HealthSkil the certification of a QIO-like (Quality Improvement Organization) by the Department of Human Services of the Center for Medicare Services. At the time, only about seventy-five organizations had been awarded the distinction.

If selected, HealthSkil intends to 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). HealthSkil agrees to the Business Associates Addendum contained in Appendix E of the Invitation for Bid.

HealthSkil is pleased to present a proposal to the Commonwealth of Pennsylvania Department of General Services for Invitation for Bid 6100058565 Regulatory Licensing Staff.

**APPENDIX B
LOBBYING CERTIFICATION FORM**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

SIGNATURE: *Amos Hopkins*
TITLE: *President*
DATE: *5/13/2023*



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> Hobbie Professional Staff Mgmt. Inc. DBA HEALTHSKIL	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> DENISE HOBBIIE, President	<i>Date Executed</i> 5/13/2025

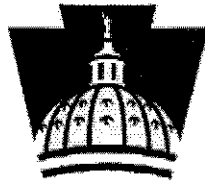
OPTION #2 - EXEMPTION

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>

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that
HOBIE PROFESSIONAL STAFF MGMT 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, with the following designation:

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **215966202203-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **03/23/2022**

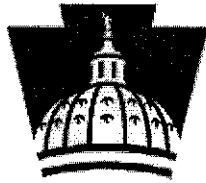
EXPIRATION DATE: **03/23/2024**

RECERTIFIED DATE:

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 SMALL DIVERSE BUSINESS VERIFICATION



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that
HOBBIE PROFESSIONAL STAFF MGMT 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 Small Diverse Business with the following designation(s):

BUSINESS TYPE(s):
Procurement Services

CERTIFICATION NUMBER: **215966202203-SDB-W**
CERTIFICATION TYPE: **SMALL DIVERSE BUSINESS**

ISSUE DATE: **03/25/2022** EXPIRATION DATE: **03/23/2024**

RECERTIFIED DATE:

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

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

STAFFING AGREEMENT BETWEEN [REDACTED] and HealthSkil/People2.0

This agreement is made and entered into this 9th day of April 2007, by and between [REDACTED] (hereinafter referred to as "CLIENT"), and Hobbie Personnel Management T/A HealthSkil a People2.0 Affiliate (hereinafter referred to as Staffing Firm).

Whereas, CLIENT requires supplemental staffing to work various shifts in its nursing center and, Whereas, Staffing Firm has the necessary personnel to fulfill the needs of the CLIENT for nursing and/or allied health personnel,

Now, THEREFORE, Staffing Firm and the CLIENT covenant and agree as follows:

1. STAFFING SERVICE

A. Upon request by CLIENT, Staffing Firm shall provide to CLIENT licensed nursing and allied health personnel that meet your requirements to perform patient care services for the CLIENT. The Staffing Firm/STAFFING FIRM personnel will be oriented to the rules, regulations and nursing policies of CLIENT by the CLIENT. The obligation of Staffing Firm to fill assignments is subject to the availability of personnel.

B. The personnel shall be and remain employees of STAFFING FIRM. STAFFING FIRM shall be responsible for the payment or withholding of all wages, benefits, taxes, and insurance, including all federal, state and local taxes and Social Security taxes. STAFFING FIRM provides General and Professional Liability, Worker's Compensation and Unemployment insurances for these individuals. At no time will the staff be considered independent contracts of STAFFING FIRM or CLIENT.

C. Staffing Firm will work with the CLIENT on a daily basis to assist in determining supplemental staffing needs, if any, based on current personnel available and census changes.

1. STAFFING SERVICE (Continued)

D. Staffing Firm will provide service 24 hours per day, 7 days per week. To obtain services call our **CARE Center** (7am to 5pm) at 800-456-7545. Our on-call staff is available after 5:00 pm week days and all week end hours by dialing the same number.

E. Staffing Firm shall give CLIENT notification immediately if a staff cancellation occurs. In the event that Staffing Firm staff cancels a confirmed shift with less than two (2) hours notice and there is no replacement available, a credit of two (2) hours for appropriate skill rate will be extended to CLIENT.

F. Staffing Firm shall maintain the human resource files of all employees. Staffing Firm certifies the documentation listed below is kept in the employee file to be presented, upon request, to the CLIENT, or to such other party as may be required by law:

- Authorization and Release for the Procurement of a Criminal Background Check
- License and Certification
- State Police or FBI Check as specified by Act 169
- Nurse Aide Registry Check
- Health Clearance (see addendum)
- Acceptance or Declination of Hepatitis B vaccination, and proof of vaccination
- Professional Reference Check as required
- CPR Certification as required by CLIENT or specialty
- Acknowledgment of receipt of mandatory in-service training as required
- Identification badge showing person's name and title
- All other required federal and state hiring documentation as required by Staffing Firm, in compliance with CLIENT, accrediting bodies, DOH, DOA and CMS.
- Completion of our "QUEST" employee selection process
- OIG Exclusion Verification
- Childline Child Abuse Clearance as required by CLIENT and/or Specialty

2. CLIENT OBLIGATIONS

A. CLIENT cancellations less than two (2) hours prior to the shift start time will result in a two (2) hour billing to the CLIENT. If the employee arrives at the CLIENT the billing will be for four (4) hours. Once an employee begins a shift, the minimum billing will be for hours worked, or four (4) hours whichever is greater.

2. CLIENT OBLIGATIONS (Continued)

B. To avoid non-compliance with Wage & Hour Laws, CLIENT agrees to prohibit and disallow the transfer of any Staffing Firm employee to work at the CLIENT either as a direct employee, independent contractor or an employee of another organization, for more than 40 hours per week.

C. CLIENT shall exclusively determine the hours, scope and duration of the activities of Staffing Firm/STAFFING FIRM personnel, and shall have exclusive responsibility to supervise and evaluate the personnel. If a request for an employee would cause over time hours, the CLIENT will be notified for approval. Over time is calculated after 40 hours weekly with the rate based upon the base rate of the shift which causes the over time.

D. If, in the sole discretion of CLIENT administration, or CLIENT's Director of Nursing or his/her designee, Staffing Firm/STAFFING FIRM personnel is incompetent, negligent, acts intoxicated or in a suspicious manner, or has engaged in misconduct, CLIENT may require personnel to leave CLIENT's premises and shall inform Staffing Firm of this action immediately. CLIENT's obligation to compensate Staffing Firm for said personnel services shall be limited to the hours actually worked by such personnel and CLIENT shall have no further obligation with respect to such individual.

The CLIENT will notify Staffing Firm verbally and by written Documentation of any disciplinary action, complaints, allegations Of abuse or misconduct taken toward any Staffing Firm/STAFFING FIRM employee within 48 hours of the completion of the employees' scheduled shift. The CLIENT will notify Staffing Firm verbally and by written documentation of any incident of injury to a Staffing Firm/STAFFING FIRM employee within twenty-four hours of the completion of the employees scheduled shift.

E. While providing patient care at the CLIENT, Staffing Firm/STAFFING FIRM personnel shall comply with all provisions of the licensing law under which he/she is licensed /certified, with regulations promulgated thereunder, to protect the health and welfare of patients, and all Policies and/or applicable accrediting agencies including, but not limited to the PA Department of Health ("DOH") and the Joint Commission on Accreditation of Health Care Organizations ("JCAHO"). It shall be the responsibility of CLIENT to orient Staffing Firm/STAFFING FIRM employees to the CLIENT and acquaint them with CLIENT's policies.

3. COMPENSATION

A. CLIENT agrees to pay Staffing Firm for the services it Provides in an amount in accordance with the rate Schedule A attached to this contract. CLIENT shall be liable for all reasonable attorney's fees incurred by Staffing Firm in the event Staffing Firm retains counsel to collect sums due to Staffing Firm by CLIENT. Invoices are due net 30 days from receipt.

B. Staffing Firm shall submit weekly invoices to CLIENT, setting forth the date and times the personnel rendered services and amount due to Staffing Firm.

C. Both parties agree to not solicit, directly or indirectly, the employment of any employee of the other party during the assignment or extension of that assignment. Please see Attachment B for further explanation of CLIENT's obligations regarding the hire of any STAFFING FIRM employees. These Terms and conditions are also detailed on our time cards.

4. INSURANCE

A. Staffing Firm shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage from an insurer licensed to underwrite and issue coverage in the jurisdiction where the Staff perform Services:

B. Worker's compensation and employer's liability coverage for Staffing Firm's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Staffing Firm's employees, agents or servants as a result of employment;

C. General liability covering Staffing Firm, its agents, employees and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Staffing Firm (minimum limits of liability for the above coverage shall be \$1MM per occurrence and \$2MM aggregate with a \$5MM excess liability coverage for a total of \$7MM coverage for bodily injury and property damage);

D. Unemployment insurance as required by law for all employees;

E. Professional liability covering Staffing Firm, its agents, employees and servants for bodily injury and personal injury claims arising out of the rendering or failure to render care by Staff, Staffing Firm or its agents, employees, and servants (minimum limits of liability are \$1,000,000 per incident and annual aggregate). Through out the term of the agreement, Staffing Firm and Facility agree that each will maintain Professional Liability Insurance covering each for all acts or omissions which may give rise to liability for services under this agreement.

4. INSURANCE (continued)

Staffing Firm's coverage is a \$1,000,000/\$1,000,000 with an additional \$5,000,000 umbrella. A Copy of certificate of insurance will be forwarded at the time the contract is signed and after each insurance renewal date thereafter.

5. TERMS

A. This agreement shall commence on the date it is signed and will be in effect for a period of one year. Contract shall automatically renew annually. The Schedule A Billing Rates are guaranteed for a period of 90 days from the date of acceptance of this agreement. Price increases will be negotiated and require approval prior to implementation. Contracts may be impacted by changes in the market and prices may change based upon prevailing conditions and mutual agreement between Staffing Firm and CLIENT. This agreement may be terminated by either party, with or without cause, with thirty days prior written notice. CLIENT may immediately terminate this agreement if Staffing Firm or its employee's conduct is unprofessional, unethical or fraudulent, and if, in the opinion of CLIENT, such action discredits the name or is detrimental to the reputation, character and standing of CLIENT. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified mail, returned receipt requested mail, to the parties, their addresses set forth, or to such other addresses as either party may in writing designate to the other. This Agreement may be modified or amended only with the written consent of both parties. Neither party may assign this agreement without the prior written consent of the other party.

6. CONFIDENTIALITY

The terms of this agreement are confidential, and each party receiving Any proprietary or confidential information from the other party or its clients shall exercise reasonable efforts to preserve the confidentiality of said information.

7. COMPLIANCE ACKNOWLEDGMENT

Staffing Firm and CLIENT agree to comply with the Civil Rights Acts of 1964 (PL.88-352) providing that no person in the United States shall on the ground of race, color, national origin, religion, sex, age, Veteran or handicapped status be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program of activity which is supported by Federal Funds. Staffing Firm is in full compliance with Act 169 as ammended by Acts 13 and 14. Staffing Firm is in full compliance with State Regulations, JCAHO, HIPAA and CMA (HFCA) requirements. Hobbie Personnel Management, Inc. guarantees that all staff reporting to CLIENT have signed a statement indicating eligibility for Employment as required by ACT 169 of 1996 as amended by Act 13 of 1997. Hobbie Personnel Mangement, Inc. further guarantees that satisfactory criminal history background checks were obtained and are on record for each employee As defined by ACT 169 of

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7. COMPLIANCE ACKNOWLEDGMENT (Continued)

1996 as amended by Act 13 of 1997. Hobbie Personnel Management, Inc. further guarantees that it will not send any employees to CLIENT who are not eligible for employment in a Nursing Home as defined in ACT 169 of 1996 as amended by Act 13 of 1997.

CLIENT and Staffing Firm represent and warrant that they are and shall remain throughout the term of this agreement in compliance with all federal and State laws and regulations related to this agreement and the services to be provided, including without limitation, statutes and regulations related to fraud, abuse, false claims/statements, referrals and prohibition of kickbacks.

8. Indemnifications:

- A. To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by STAFFING FIRM in paragraph 2. below, STAFFING FIRM agrees to defend, indemnify, and hold CLIENT harmless of and from any and all claims or losses that CLIENT actually incurs (including reasonable attorney's fees) caused by the fault, gross negligence, recklessness or illegal act of STAFFING FIRM, or STAFFING FIRM's officers, employees, or authorized agents, or which arise directly from STAFFING FIRM's breach of this Agreement.
- B. To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold STAFFING FIRM harmless against any and all claims, losses, and liabilities that STAFFING FIRM incurs (including reasonable attorney's fees agreed upon by CLIENT) that are caused by the fault, negligence, gross negligence, recklessness or illegal act of CLIENT, or CLIENT's officers, employees, or authorized agents, that arise from CLIENT's breach of this Agreement, that arise from risks inherent in CLIENT's business, or that are expressly disclaimed by STAFFING FIRM in paragraph 2 below.
- C. The parties agree that this paragraph 1. is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.
- D. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within three business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

9. Disclaimer of STAFFING FIRM Liability:

STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

- A. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.
- B. CLIENT requesting or permitting Assigned Employees to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT unless STAFFING FIRM has given its express prior approval in writing.
- C. Claims by Assigned Employees for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by CLIENT, whether or not CLIENT's plans exclude Assigned Employees from coverage.
- D. Promises of increased compensation made by CLIENT to Assigned Employees.
- E. Claims by any person relating to any CLIENT product or service, or the performance or failure thereof.
- F. CLIENT's making changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.
- G. Claims by any person based on allegations that CLIENT's business activities damaged the environment.
- H. The conduct of CLIENT's officers, employees, and agents.
- I. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- J. Acts or omissions of any Assigned Employee in the furtherance of CLIENT's particular business, except for those that could occur on any assignment to any type of client and except to the extent that such claim, loss, or liability is caused by STAFFING FIRM's failure to properly perform its screening, selection, assignment, or other contractual duties with respect to the Assigned Employee.
- K. Claims for special, indirect, consequential, punitive, or lost profit damages.

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In WITNESS WHEREOF, this Agreement has been duly signed on the date first above written.

The Joint Commission
Personnel File Review Checklist

Date of Review: 03/23/2021

Name	Health/Skill	ALL										Licensed Independent Practitioners Only			Notes			
		Discipline	Licensure Certification ^{1.}	Education Training ^{2.}	Experience ^{3.}	Competency Eval. ^{4.}	Perf. Evaluation ^{4a.}	Criminal Background ^{5.}	Health Screening Immunizations ^{6.}	Orientation ^{7.}	Sanctions ^{8.}	Relinquishment of License/Reg ^{9.}	Termination of ^{10.} Hosp Privileges	Professional Liability Actions ^{11.}				
1.																		
2.	[REDACTED]	RN	2	2	2	2	2	2	2	2	2	2	2	NA				

2 = Standard Met 1 = Standard Partially Met (See Comments) 0 = Standard Not Met At All (See Comments)

1. Current licensure, certification or registration required by the state, the firm or customer from primary sources
2. Education and training associated with residency or advanced practice, experience, and competency appropriate for assigned responsibilities
3. Clinical work history/references
4. Initial and ongoing evaluation of competency, 4(a) annual performance evaluations and verbally solicited quarterly evaluations
5. Information on criminal background according to law, regulation, and customer requirements
6. Compliance with applicable health screening and immunization requirements established by the firm or customer
7. Completion of Orientation to Staffing Firm's policies and procedures (via Employee Handbook and/or Annual Competencies)
8. Information on sanctions or limitations against an individual's license is reviewed upon hire, and upon reactivation or expiration. For individuals who are practicing as Licensed Independent Practitioners, in addition to the aforementioned requirements, the firm performs the following according to law, regulation and firm policy.
 9. Voluntary and involuntary* relinquishment of any license or registration is verified and documented.
 10. Voluntary and involuntary* termination of hospital medical staff membership is verified and documented
 11. Any evidence of an unusual pattern or an excessive number of professional liability actions resulting in a judgment against the applicant is investigated and documented

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S3-02-01
Baltimore, Maryland 21244-1850



Andy Hobbie
Chief Executive Officer
HealthSkil
3426 Hamilton Boulevard
Allentown, Pennsylvania 18103

Dear Mr. Hobbie:

We have reviewed your application of January 18, 2019 requesting that the Centers for Medicare & Medicaid Services certify HealthSkil as a Quality Improvement Organization (QIO)-like entity for the State of Pennsylvania. As a result of this review, we have determined that HealthSkil of Pennsylvania meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under section 1152 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475.105.

This certification designates HealthSkil of Pennsylvania as a QIO-like entity eligible to fully operate in Pennsylvania. HealthSkil of Pennsylvania may also operate in other states with the exception of performing Medicare medical reviews. For the conduct of Medicare medical review work, a QIO-like entity must meet the requirement that the QIO-like entity have access to or agreements with peer reviewers in the state in question.

If the QIO-like entity determines to conduct Medicare medical review work in a state other than the state for which it has submitted a list of medical reviewers, this criterion must be met and submitted for approval by CMS before such work can be undertaken.

Your certification is granted for a period of 5 years and will expire on January 18, 2024.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination.

We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirements for external quality review or related functions such as utilization review specified in 1903 (a) (3) (c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same functions as a QIO under contract with CMS.

You must provide an annual assurance statement of your continued adherence to certification requirements within 30 days of the last month of the first certification year and within 30 days of the last month of the second certification year. In addition, if there are any changes in the name, address, or pool of physician reviewers you must notify this office for a reevaluation of your certification. Recertification requires submission of the complete package a minimum of 60 days prior to the expiration of the current certification.

At any time during the certification period that HealthSkil of Pennsylvania no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated. You may reapply at any time if this occurs.

If you have questions, please contact Malinda Greene of my staff on (410) 786-7829 or via Email-malinda.greene@cms.hhs.gov.

Sincerely,

Renee Dupree

Renee Dupree, Director
Division of Program Management,
Communications, and Evaluation

CERTIFICATE OF DISTINCTION

has been awarded to

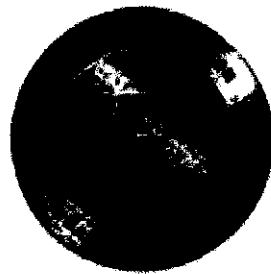
HealthSkil

Allentown, PA

for

Health Care Staffing

by



The Joint Commission

based on a review of compliance with national standards.

December 16, 2016

Certification is customarily valid for up to 24 months.


Craig A. Jones, FACPE
Chair, Board of Commissioners

ID #485-627
Print/Reprint Date: 12/19/2016


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



AMA
AMERICAN
MEDICAL
ASSOCIATION



CERTIFICATE OF DISTINCTION

has been awarded to

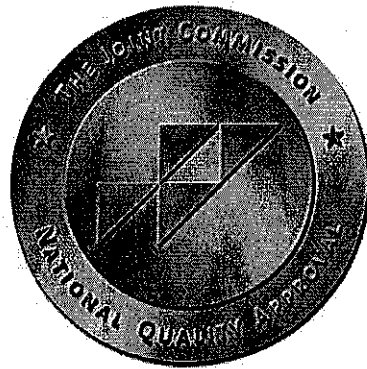
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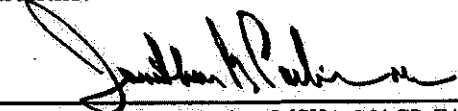
July 20, 2022

Certification is customarily valid for up to 24 months.


Jane Englebright, PhD, RN, CENP, FAAN
Chair, Board of Commissioners

ID #668598

Print/Reprint Date: 07/21/2022


Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI
President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



HOBBIE PROFESSIONAL

Designed to Meet Your Needs

Hobbie Professional Staff Management's Discipline Policy

Disciplinary Action

Hobbie Professional Staff Management has established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. A positive, progressive approach is taken to solve discipline problems, which appeals to an employee's self-respect, rather than create the fear of losing a job. Our system emphasizes correction of the offensive behavior. If correction of the problem and sustained improvement does not occur, termination may result.

The following may be grounds for disciplinary action, up to and including termination:

- Accepting an assignment and not reporting to work or not notifying us.
- Unauthorized possession, use, or removal of property belonging to Hobbie Professional Staff Management or any client of Hobbie Professional Staff Management
- Failure to comply with all safety rules and regulations, including the failure to wear safety equipment when instructed.
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies.
- Lewd, unacceptable behavior, possession of weapons or explosives and provoking, instigating or participating in a fight are prohibited at Hobbie Professional Staff Management and/or at its client hospitals.
- Violation of the harassment policy.
- Insubordination of any kind is grounds for immediate termination. (For example, refusal to carry out your supervisor's reasonable works request).
- Leaving an assignment without notice i.e. patient or assignment abandonment.
- Falsifying records, including but not limited to time records or claims pertaining to injuries occurring on company premises or work sites of client companies or personnel records.
- Disclosing confidential information without authorization.
- Disregard for established policies and procedures.
- Excessive cancellations or tardiness.
- Discourtesy to clients or fellow employees.

Implementation Plan

Personnel dedicated to the project:

Key members of the Hobbie Professional Staff Management /HealthSkil Team dedicated to the Department of Human Services Regulatory Licensing Staff program:

- Denise Hobbie: (Majority Shareholder) President and Chief Financial Officer (30 years of experience in the Staffing Industry)
- Andy Hobbie: Business Development (40 years of experience in the Staffing Industry)
- Matt Hobbie: Chief Executive Officer, Shareholder and primary contact (27 years of experience in the Staffing Industry) Primary Regulatory Licensing Staff Project Manager
- Alyson Palanzo: VP of Operations (17 years of experience in the Staffing Industry) Client Services Manager
- Lisa Cote: Senior Client Services Representative (21 years of experience in the Staffing Industry)
- Monica Peters: Payroll Manager (25 years of experience in the Staffing Industry)

The additional team members are available to help support the Department of Human Services Regulatory Licensing Staff program:

- Jeanie Hornack: Client Services Representative
- Desiree Gonzales: Compliance Staff Support

Strategy for transitioning current individual contractors:

The strategy for transitioning will be an important step in the success of the Implementation Plan. As the Project Manager of the program, Matt Hobbie is very capable of handling the details. He will handle this initial step personally.

To help provide a smooth transition, HealthSkil has the technology needed to simplify the task. The following is a brief description of the necessary steps that will be taken:

Step 1: Applicant Questionnaire

All Applicants must meet our minimum qualifications to begin the application process. For example, this includes providing documentation authorizing them to work in the U.S. and verification that they have not been convicted of a felony within the last 7 years.

Step 2: Initial Site Contact and Management Review of incumbent staff

Based upon our experience with the transition of Field Employees, HealthSkill recommends a confidential review of the candidates. The qualifications of both incumbent staff and recently identified candidates can be reviewed to provide a seamless and professional transition.

Step 3: Application for Employment

This step of the process includes differentiating qualified from unqualified applicants, retaining information as legally required and addressing any red flags during the initial Applicant Questionnaire step.

Step 4: Criminal Record Authorization and Drug Screen Consent Forms

Candidates must be willing to comply with a drug screen and background check as required by our customer.

Step 5: Selective Personal Interview

A personal interview provides the initial opportunity to learn more about candidate's skills, experience, expectations and knowledge. Customized attitude and aptitude testing programs are available as needed.

Step 6: Safety and Policy Orientation

Orientations offer an opportunity to set expectations, emphasize compliance to corporate policies, review the employee handbook and to promote safe work practices.

Step 7: Contingent Job Offer, Conditional Hire Background Checks and Pre-Employment Drug Screens

Present offer contingent upon completion of customer specific checks, screens, requirements and policies.

Step 8: Assignment Orientation

Review and approve client specific assignment materials.

Strategy for the addition of new contractor resources:

Combining twenty-five years of experience in the staffing industry and the certifications earned by Hobbie Professional Staff Management will provide the knowledge and experienced resources to insure a smooth transition. These are four additional management tools that may help improve the process and eventually reduce operating costs:

Item 1: On Demand Mobile Scheduling Platform

Hobbie Professional has recently implemented a scheduling platform to help meet the changing demands in the workforce of today. The program is fully customizable to the requirements of the client user, particularly those that offer work from home flexibility. Employees are notified through a mobile phone application. Client users can message field employees individually or collectively. The hourly scheduling feature can help address budget constraints while meeting management initiatives.

Providing a notification and scheduling platform to attract candidates in today's competitive health care market can help ensure the Commonwealth has access to the highest staff members available.

Item 2: Experience gained with Joint Commission compliance review

Based upon a review of compliance with national standards, the Joint Commission has awarded HealthSkill with a Certificate of Distinction since November of 2010. A fundamental and essential ingredient of the Joint Commission Certification is to treat all customers and fellow employees with respect, honesty, fairness and integrity. Treating all employees, both the incumbent and the newly recruited, with respect, honesty, fairness and integrity will be a crucial and imperative aspect of a successful transition.



Item 3: Quality Improvement Organization (QIO) Initiatives

In January, 2019, HealthSkill applied to and was approved by the Center of Medicare Services for the certification as a Quality Improvement Organization like entity for the State of Pennsylvania. As a QIO-like entity, HealthSkill is able to:

Perform limited medical and quality review functions

Has at least one individual who is representative of health care providers and consumers on its governing body

Is not a healthcare facility, healthcare facility affiliate or payor organization

The certification is granted for a period of five (5) years and will expire on January 18, 2024. The certification allows HealthSkil to review cases and analyze patterns of care related to medical necessity and quality review.

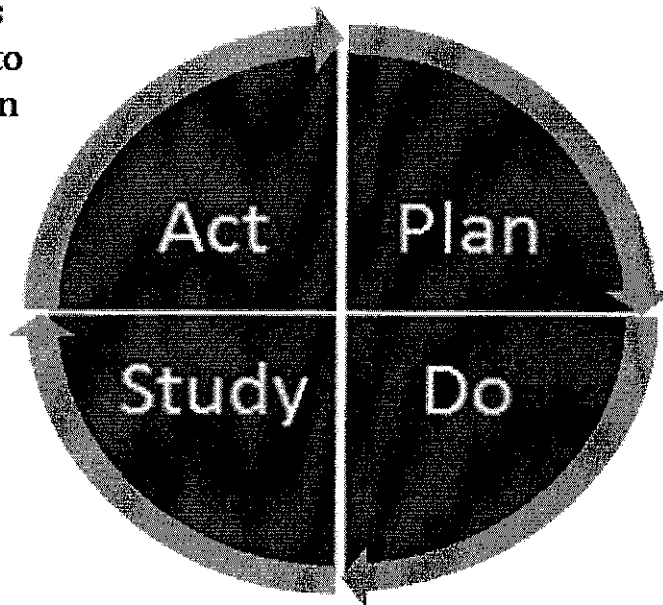
One of the key components to the certification is a Continuous Improvement model approved by CMS. The following three pages is the illustration used to help earn this certification:

In accordance with the mission to continue to improve the quality, timeliness and cost effectiveness of healthcare, HealthSkil has utilized a simple yet effective program to continually measure customer satisfaction. This program was used in HealthSkil's application to the Joint Commission to earn the certification over ten years ago.

For example, this same process can be effectively used in the Case Management process to measure the quality of service delivered. Written and verbal communications skills are at the heart of the Case Management process. HealthSkil has used the Plan/Do/Study/Act quality improvement program as a training tool to improve the communications skills of the service delivery team.

**What changes
are we going to
make based on
our findings?**

**What exactly are
we going to do?**



**What were
the results?**

**When and how
did we do it?**

Plan

What change are you testing with the PDSA cycle(s)?
What do you predict will happen and why?

Who will be involved in this PDSA? Whenever feasible, it will be helpful to involve staff.

Plan a small test of change.
How long will the change take to implement?
What resources will they need? What data need to be collected?

List your action steps along with person(s) responsible and time line.

Do

Carry out the test on a small scale. Document observations, including any problems and unexpected findings.

Collect data you identified as needed during the "plan" stage.

Describe what actually happened when you ran the test.

<p>Study</p> <p>Study and analyze the data. Determine if the change resulted in the expected outcome. Were there implementation lessons? Summarize what was learned. Look for: unintended consequences, surprises, successes, failures.</p>	<p>Describe the measured results and how they compared to the predictions.</p>
<p>Act</p> <p>Based on what was learned from the test: Adapt – modify the changes and repeat PDSA cycle. Adopt – consider expanding the changes in your organization to additional residents, staff, and units. Abandon – change your approach and repeat PDSA cycle.</p>	<p>Describe what modifications to the plan will be made for the next cycle from what you learned.</p>

Item 4: Similar Education and Experience Qualifications- QIO-like Entity and Licensing Technician

The Position Requirements of the requested Regulatory Licensing Technician and the Case Manager Nurse are very similar. This has enabled HealthSkil to build a pool of talent to meet the growing demands in the Health Care industry.

The following is the Position Description for the QIO Case Manager Nurse and Case Manager Nurse Supervisor submitted by HealthSkil to earn the CMS certification:

Case Management Team Positions Positions, Responsibilities and Qualifications

Position	Responsibilities	Qualifications
Case Manager Nurse	<ul style="list-style-type: none"> Assigned to workgroups and project teams associated with the Pennsylvania Medicaid program Develop policy and procedure supporting the Intense Case Management Unit based upon Case Management Society of America Standards of Practice Develop a listing of community and state resources Collaborate with other bureaus/contractors addressing special needs to assure continuity of service Perform the six essential activities of case management: Assessment, Planning, Implementation, Coordination, Monitoring and Evaluation Participate in Quality Improvement Program to continuously improve process and performance 	<ul style="list-style-type: none"> Active Pennsylvania Nursing License Case Management certification with the National Academy of Certified Care Managers or American Nurses Credentialing Center Two years' experience in Care Management Functional knowledge of Microsoft Office Proficient writing and verbal communications skills Knowledge of Care Management processes
Case Manager Nurse Supervisor	<ul style="list-style-type: none"> Implementing, directing and coordinating the activities of the Intense Medical Case Management Unit Manages and supervises the staff engaged in the Care/Case Management and operations of the Pennsylvania Medicaid program Oversee workgroups and project teams Develop policy and procedure to support the special needs/case management unit based on Case Management Society of America guidelines 	<ul style="list-style-type: none"> Active Pennsylvania Nursing License Case Management certification with the National Academy of Certified Care Managers or American Nurses Credentialing Center Two years' experience in Care Management Three years' experience in a supervisory capacity

Position	Responsibilities	Qualifications
	<ul style="list-style-type: none"> • Train staff Case Management principles and the availability of state resources • Collaborate with other bureaus/contractors which address special needs to assure continuity of service • Evaluate current processes and implement recommended process improvements • Consult with senior staff to outline and address major operational issues and develop resolutions • Participate in Quality Improvement Program to continuously improve process and performance 	<ul style="list-style-type: none"> • Functional knowledge of Microsoft Office • Proficient writing and verbal communications skills • Knowledge of Care Management processes • Travel to meetings/conferences/sites

While continually searching for appropriate QIO Case Reviews and Case Managers, HealthSkil has identified a number of qualified candidates that may be presented to DHS management. Attached are seven newly recruited candidates that may be considered should the need arise.

CRISANGELY

Philadelphia Pa 19124

Over eight years of experience in the customer service airline industry, safety and operations. Supervised aircraft loading/ unloading, performed passenger ticketing, conducted weight and balance analysis. Coordinated staff based on operational needs, accepted inbound flight/ outbound flight, communication with pilots and FAA for aircraft safety landing and departure, among other task. Balance individual, orderly and organize, bilingual communication skills.

EXPERIENCE

MARCH 2019- PRESENT

CERTIFIED LEAD COMMUNITY HEALTH WORKER- EDUCATION PLUS HEALTH LEAD AND SUPERVISED OTHER COMMUNITY HEALTH WORKERS.
GATHER AND PREPARE MONTHLY REPORT OUTCOMES OF THE PROGRAM.
EDUCATE PARENTS OF ASTHMATIC KIDS.

JANUARY 2016 - MARCH 2019

CERTIFIED HEALTH AID- VITAL SUPPORT
PROVIDE CLIENTS WITH SPECIAL NEEDS WITH ACCESS TO A BETTER WAY OF LIFE.

JUNE 2010 -- JANUARY 2016

CUSTOMER SERVICE LEAD, DELTA AIRLINES
SUPERVISED/ COORDINATED STAFF BASED ON OPERATION NEEDS.
SUPERVISED AC LOADING/OFFLOADING
CONDUCTED WEIGHT AND BALANCE ANALYSIS.

APRIL 2008 – MAY 2010

CUSTOMER SERVICE, DELTA GLOBAL/ JAMAICAN AIRLINES
ASSIST IN ON TIME DEPARTURE OF INBOUND FLIGHT/ OUTBOUND FLIGHTS.
PROVIDED ASSITANCE FOR PASSENGERS IN CUSTOMS AND IMMIGRATIONS.
LOADING/OFFLOADING OF PASSENGER LUGGAGE ON/OFF AIRCRAFT.
ASSIST WITH TICKETING AND BORDING OF PASSENGERS.

Ayannah

Harrisburg, PA 17104

Work Experience

Medication Technician

Ecumenical Retirement Community - Harrisburg, PA
October 2022 to Present

- administer prescribed medication to patients and provide support to nurses and healthcare professionals. A short list of Medication Technician duties includes offering medication to patients, performing basic medical check-ups, providing patient care, updating records, and filling in forms.
- Performs personal care tasks, including assistance with basic personal hygiene and grooming, feeding, and ambulation, medical monitoring, and health care related tasks.

Senior Direct Support Professional

UCP Central PA - Camp Hill, PA
November 2018 to September 2022

- Must Provide Documentation On Each Individual everyday
- File & organize Their Daily Wellness Books With individual's Med Logs, ISP's, Body Charts, Med Administration & documentation
- provide 24-hour hands-on personal care to residents with developmental disabilities and/or mental illness in a behavioral health care/adult foster care setting.
- will provide supervision, take residents on outings,
- prepare meals,
- pass medications,
- perform many other tasks to assist our residents in living the fullest possible life according to their goals and needs.

Servers assistant

Hershey Entertainment & Resorts Company - Harrisburg, PA
April 2016 to August 2018

1. Maintain Cleanliness Of Dining Area And Bust Room
2. Restock All Chinaware, Dishware And Glassware, Complete Inventory For All
3. Restock All Beer, Wine And Liquor Rec Inventory Orders
4. Hot And Cold Plate Up For Banquet
5. Expedite Orders And Take It To Correct Tables

Education

High school diploma

Skills

- Restaurant Experience (3 years)
- Dementia care
- Direct support
- Caregiving
- Filing
- Manufacturing
- Cleaning
- Meal preparation
- Vital signs
- Cooking
- Assembly
- Medication administration
- Organizational skills
- Food preparation
- Home Care
- Expediting
- Customer Service (3 years)

Camille

Pittsburgh, PA 15202

A motivated and enthusiastic professional who has the willingness to learn and expand experience in different focuses within social work. I'm open to opportunities in other fields that may highlight my skill set as well. I'm passionate about advocating for others and providing any resources to benefit the community.

Work Experience

Social Worker/Discharge Planner

Concordia at Villa St. Joseph Skilled Nursing - Baden, PA
May 2022 to Present

- Communicate frequently with family and residents to give updates on insurance coverage such as Medicare or Medicaid and provide resources
- Assist residents and families with coordinating a safe discharge plan such as arranging community services or placement into a facility
- Use Crisis Intervention when needed such as reporting incidents to protective services or arranging mental health services to follow after discharge
- Identify mental health disorders or behaviors and provide mental health resources
- Record any mental health related symptoms or chart encounters with residents and their families
- Complete MDS paperwork in a timely manner and capture any mental health concerns

Social Worker/Admissions Coordinator

Concordia at Villa St. Joseph Personal Care - Baden, PA
April 2021 to April 2022

- Advocated for residents and shared any needs or concerns with family/staff
- Held Care Conferences with residents and their families' to answer any questions or discuss concerns
- Gave tours of the facility to potential residents and their families.
- Provided information about the facility and explained the application process to anyone who is interested in the facility
- Reviewed applications with administrator and reached out to accept admissions
- Input data for new admissions into MAR website such as demographics

Nursing Assistant and Medication Technician

Concordia of Cranberry - Cranberry Township, PA
January 2017 to May 2021

- Provided assistance to patients with activities of daily living
- Charted on residents every shift to identify any concerning changes or issues
- Administered medications as ordered
- Advocated for patients

DSP (Direct Support Professional)

Community Options, Inc - Indiana, PA

October 2020 to April 2021

- Assisted patient with activities of daily living
- Provided assistance with cleaning and cooking
- Operated company vehicle to transport patients to appointments or other activities
- Administered medication as ordered
- Crisis Intervention such as calling Crisis services regarding any harmful behavior
- Charted any changes in patient behavior and notify appropriate health care staff

Care Attendant

accessAbilities, Inc. - Indiana, PA

September 2019 to March 2020

- Assisted individuals with physical disabilities with activities of daily living within their own home
- Transported patients to social activities in the community and appointments
- Completed household tasks such as meal preparation, grocery shopping, and cleaning

Education

Bachelor of Arts in Sociology

Indiana University of Pennsylvania-Main Campus - Indiana, PA

August 2018 to May 2021

Skills

- Social Work
- Crisis Intervention
- Patient Advocacy
- Documentation
- Collaborative Work
- Interpersonal Skills

Certifications and Licenses

CPR Certification

AED Certification

ABIGAIL

CONTACT

📍 Indiana, PA

EDUCATION

Master's degree
Chamberlain University
01/2019

Bachelor's degree
Chamberlain University
01/2019 - 09/2022

**Post-secondary academic degree,
Associate degree**
Conemaugh Hospital School of
Nursing
08/2015 - 06/2018

SKILLS

- Patient Care Plans
- Pediatrics
- Patient Care
- Telemetry Registered Nurse
- Policies and Procedures
- Teamwork
- Venipuncture
- Nurse
- Registered Nurse, Medical-Surgical
- Medical Surgical Registered Nurse
- Progressive Care Unit Registered Nurse

PROFESSIONAL SUMMARY

EXPERIENCE

Pediatric Unit | Raleigh, NC
**REGISTERED NURSE, MEDICAL-
SURGICAL** 08/2021 - 01/2023

Registered Nurse, Medical-Surgical/ Nurse First Travel - -----

Develops a goal oriented care plan based on the nursing assessment, with participation of patient and significant others.

Nursing actions are consistent with the care plan and medical regimen and hospital procedures.

Demonstrates a competent level of technical skill which reflect the scientific knowledge, judgment and technical skills of professional nursing.

Coordinates patient care activities, based on established priorities, including teaching, rounding, counseling, and discharge planning, and directs/delegates appropriately to members of the health care team.

Participate in management and care of patients on telemetry, including administration of IV antiarrhythmic drugs and EKG interpretation.

Intertrauma Consulting | New York, NY
HEALTH SAFETY SUPERVISOR 08/2020 - 11/2021

Health Safety Supervisor of the Dr. Oz Show

Intertrauma Consulting - -----

Implement and operationalize the company's COVID-19 prevention program on each production as assigned.

Assist in the development of production-specific COVID-19 action plans.

Monitor all regulations, guidelines, protocols relating to the safeguarding of cast and crew from COVID-19.

Manage the distribution and inventory of PPE, disinfectant/hygiene materials and equipment.

Manage the pre-work health screening process and physically support said screenings when necessary.

Supplemental Health Care | Chicago, IL
REGISTERED NURSE TELEMETRY 11/2019 - 06/2020

Develops a goal oriented care plan based on the nursing assessment, with participation of patient and significant others.

Nursing actions are consistent with the care plan and medical regimen and hospital procedures.

Demonstrates a competent level of technical skill which reflect the scientific knowledge, judgment and technical skills of professional nursing.

Coordinates patient care activities, based on established priorities, including teaching, rounding, counseling, and discharge planning, and directs/delegates appropriately to members of the health care team.

Participate in management and care of patients on telemetry, including administration of IV antiarrhythmic drugs and EKG interpretation.

Conemaugh Health System | Johnstown, PA
REGISTERED NURSE-PCU/TELEMETRY 11/2018 - 11/2019

Conducts patient interview, explains policies and procedures to patient/significant others, reviews patient's chart and answers questions correctly and courteously

Collaborates with other care team members in planning and carrying out treatment regimen; provides direction to other members of the care team.

ABIGAIL

Identifies cultural/ethnic requirements to reduce anxiety and ensure patient satisfaction.

Uses clinical judgment in delegating assignments to the Patient Care

Associate, Support Care Associate and Clerical Service Associate in providing patient care, and ensures that assignments are completed in a timely fashion.

Evaluates the effectiveness of teaching by feedback from patient/family and documents same.

CERTIFICATIONS AND LICENSES

Registered Nurse, Kentucky State Board Licensing - Kentucky

Issue Date: 01/01/0001 | Expiration Date: 10/31/2023

Registered Nurse, New York State Board Licensing - New York


Issue Date: 01/01/0001 | Expiration Date: 06/30/2023

Registered Nurse, Pennsylvania State Board Licensing - Pennsylvania

Issue Date: 01/01/0001 | Expiration Date: 10/31/2023

MELANIE

CONTACT

 Catasauqua, PA

EDUCATION

Post-secondary education, no degree or certificate
The Pennsylvania State University

SKILLS

- Upselling
- daily living skills
- Drug Administration
- Performed project management
- Quality Management
- Preparing Food
- Fine dining experience
- CPR
- Emergency Medicine
- Eye for Detail
- Hard-Working
- Quick Learner
- Teamwork
- Working under Pressure
- Microsoft Office
- English

PROFESSIONAL SUMMARY

EXPERIENCE

Keystone Human Services | Whitehall, PA

PROGRAM SUPERVISOR 04/2022 - 03/2023

Overseeing a home of employees working all shifts to support intellectually disabled individuals, intergrating these individuals into the community while scheduling appointments, events, medicines, etc. creating a schedule and attending to everyones unique needs every month, ensuring health, safety, and welfare checks are met through fire drills, medication checks, & staff trainings; managing and mentoring program staff with time sheets, performance evaluations, and different trainings.

Merlbah, LLC | Macungie, PA

PROGRAM SPECIALIST 01/2020 - 02/2020

Performed project management as requested for autistic and/or intellectual/developmental disabled individuals. Secretarial, administrative, & quality management duties including supervising employees, coordinating schedules, attending meetings and supporting individual needs medically with Individualized Support Plan goals, appointments, & diagnosis training for employees.

Person Directed Supports | Whitehall, PA

DIRECT SUPPORT PROFESSIONAL 08/2018 - 12/2019

Assist autistic and/ or intellectual/developmental disabled individuals with their daily living skills at home and in the community. Documented daily Individualized Support Plan goals & trained in Medication Administration.

Community Options | Allentown, PA

DIRECT SUPPORT PROFESSIONAL 06/2017 - 09/2017

Assist autistic and/ or intellectual/developmental disabled individuals with their daily living skills at home and in the community. Documented daily Individualized Support Plan goals & trained in Medication Administration.

The Nittany Lion Inn | State College, PA

SERVER 03/2015 - 09/2015

The Dining Room

Prepared food items (apps, entrees, desserts), wine knowledge/ alcoholic beverages. Fine dining experience.

Cash Office Supervisor & Cashier, Marshalls & Homegoods

Dorney Park & Wildwater | Allentown, PA

LIFEGUARD 04/2012 - 09/2012

Walking continuously while watching over the safety of others in large bodies of water, saving lives in emergency situations and performing CPR when needed.

Moravian Village | Bethlehem, PA

WAITRESS 03/2012 - 03/2015

Prepared food items to serve to an elderly environment. White-linen service.

QUALIFICATIONS AND ACHIEVEMENTS

National Honor Society of Leadership & Success

Carla

Oaklyn, NJ 08107

An accomplished and talented healthcare professional with a comprehensive background in case management, residential group health, home health, and home health supervision. Develops strong connections and maximizes outreach/services with targeted populations (elderly, sick, adults/children with psychological disabilities). Multi-tasks while maintaining a sharp focus on the end objective.

Work Experience

Case Manager

Delta T Group- Independent Contractor
June 2018 to April 2022

Recently worked as a contractor for Catholic Charities as a Senior Case Manager for homeless veterans.

Provided case management and diversified support services to individuals in need.

My primary role as the case manager was to assess and coordinate case management and program services for caseloads of low-income Veteran single adults and families who were homeless or at risk of homelessness.

Case Manager / Residential Group Home Aide

Delta T Group
June 2018 to April 2022

Facilitated client care by assessing client's needs, evaluating treatment options, and creating treatment plans. Coordinated care of clients and improved clinical outcomes. Increased patient satisfaction and promoted cost effectiveness. Managed a portfolio of cases and met with clients on a regular basis.

Established and maintained effective relationships.

Involved with the activities of daily living with client and provided emotional support.

Assisted with essential day to day tasks.

Certified Home Health Aide / Case Manager

Various Agencies
January 2013 to December 2018

· Assisted single women with social support and other issues related to homelessness.

· Helped homeless women interact with organizations, providing support.

· Obtained critical documentation such as birth certificates, social security cards, and bank accounts. · Ensured women followed protocols to live within the shelter and obtained proper housing by helping procure all required documentation.

Certified Home Health Aide/Case Manager

Various Agencies
January 2013 to December 2018

Managed and provided health care services to a 42-year-old male with autism. Checked patients' pulse, temperature, and respiration. Changed bed linens, washed, ironed laundry, provided light housekeeping, and assisted with personal care.

Administered prescribed oral medications under the written direction of physician.

Planned, prepared, and served meals to patient. Involved with at home passive aggressive physical therapy. Ensured patient follows diet and exercise according to care plan. Maintained a safe and clean area for the patients within the facility.

Communicated with patients to ascertain feelings or need for assistance and provide social and emotional support.

Assisted single women with social support and other issues related to homelessness.

Helped homeless women interact with organizations, providing support.

Obtained critical documentation such as birth certificates, social security cards, and bank accounts. # Ensured women followed protocols to live within the shelter and obtained proper housing by helping procure all required documentation.

Certified Home Health Aide

Peter and Ann Rosenfeld

July 2010 to October 2013

(Live-in) Supervisor to five other Aides

Supervised and held monthly staff meetings to address the client's needs and continued care. Managed payroll and ordering supplies. Provided in-home care for an elderly woman experiencing dementia, which led into Alzheimer's disease.

Changed bed linens, washed, and ironed laundry, provided light housekeeping, or assisted with personal care. Assisted Nurse Practitioner with all medications.

· Provided compassionate companionship, often taking the individual outings such as going to the hair salon.

· Reported all medical care to Nurse Practitioner once a month.

· Ensured

Certified Home Health Aide

Peter and Ann Rosenfeld

July 2010 to October 2013

(Live-in) Supervisor to five other Aides

Supervised and held monthly staff meetings to address the client's needs and continued care. Managed payroll and ordering supplies. Provided in-home care for an elderly woman experiencing dementia, which led into Alzheimer's disease. Changed bed linens, washed and ironed laundry, provided light housekeeping, or assisted with personal care.

Provided compassionate companionship, often taking the individual outings such as going to the hair salon.

Reported all medical care to Nurse Practitioner once a month.

Ensured all medications were up to date and given to patient correctly.

Education

Certificate in Healthcare Administration

Jack Welch Business Institute of Strayer University

Bachelor of Arts in Psychology

Rutgers University - Camden, NJ

Associate of Arts in Psychology
Camden Community College - Camden, NJ

Skills

- Dementia Care
- Alzheimer's Care
- Caregiving
- Portfolio Management
- Home Care
- Meal Preparation
- Laundry
- Case Management

Certifications and Licenses

Certified Nurse Practitioner
Certified Home Health Aide

Kym

Springdale, PA 15144

Work Experience

Community Health Worker

AHN - Pittsburgh, PA

November 2022 to Present

Provide assistance to caregivers with families with Alzheimer's/ Dementia .

Case management

Handle confidential medical records

Maintain active caseload

Employment Specialist

KZL Agency LLC - Verona, PA

May 2022 to Present

Implement and provides direct supervision and training to individuals with intellectual/ developmental disabilities. In community-based employment settings. Develops and maintains relationships with business and services for competitive employment placements.

Maintain individual Confidentiality

Treat individual with dignity and respect

Help individual over come person barriers

Teach and motivate individuals to assess the strengths

Private Duty Caregive / Case Manager

self-employed - Pittsburgh, PA

February 2015 to Present

Provide case management services to families to allow there loved ones to age in place. Also provide private duty care, also help bring in out side caregivers into the home to provide the necessary coverage that is required to allow there loved ones, to remain at home safety. Work to help the families linkup with all availability out side resources that they maybe untitled to.

SOCIAL SERVICES COORDINATOR

Coordinated Care Network Pharmacy - Pittsburgh, PA

April 2011 to April 2012

COORDINATED CARE NETWORK

Case management, worked in the pharmaceutical department to insure clients received medical authorization for medication. Maintained and organized all client files. Assisted Property Management with daily needs. And annual recertification, providing administration support as needed

SOCIAL SERVICES COORDINATOR, ACTION HOUSING & SUPPORT

ACTIOOn-Housing, Inc - Corporate Office - Pittsburgh, PA

April 2000 to February 2009

Case Management and Social Service Coordinator. provided Administration Support as needed

Education

Certificate in Social services coordinator

Ohio State University-Main Campus - Ohio
February 2006 to December 2007

Certificate in Phlebotomist

CCAC - Monroeville, PA
April 1987 to June 1987

Certificate in EMT / Paramedic assistant

CCAC - Monroeville, PA
September 1984 to May 1985

Associate's

Skills

- Intake experience
- Crisis intervention
- Case management
- Crisis management
- Conflict management
- Social work
- Hospital experience
- Behavioral therapy
- Special Education
- Motivational Interviewing
- Behavioral Health
- Individual / Group Counseling
- Microsoft Word, Microsoft excel
- Document review (10+ years)
- Customer service (10+ years)
- Mental Health Counseling
- Behavior Management
- Resources (10+ years)
- Microsoft Excel
- Microsoft Word
- Medical terminology
- Microsoft Outlook
- Benefits administration

- Microsoft Office
- Leadership
- Medication Administration
- Program Development
- Research
- Workforce Development

Certifications and Licenses

CPR & First Aid

August 2022 to August 2024

Medication Administration

Department of health

Additional Information

Arc Employees Specialist Certification

Sheila

Philadelphia, PA 19139

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Community Health Worker

Abbottsford-Falls Family Practice & Counseling Network

December 2020 to Present

1. Adherence to HIPAA.
2. Responsible for establishing trusting relationships with patients and their families while providing general support and encouragement.
3. Providing ongoing follow-up, basic motivational interviewing and goal setting with patients/families.
4. Follow-up with patients via phone calls, home visits and visits to other settings as applicable.
5. Help families to coordinate appointments as well as encourage patients/families to attend appointments.
6. Updates and documents in Electronic Patient Record and Electronic Patient Management system, in an accurate, timely and efficient manner.
7. Adherence to HIPAA.

Direct Support Professional

Resources for Human Development - Philadelphia, PA

July 2018 to Present

Resources For Human Development, Philadelphia, PA

Uphold and practice the recovery model and psychiatric rehabilitation values and principle Advocate with people in recovery to assist them with obtaining successfully independent living Support people in recovery in the community

Complete paperwork and office work in compliance with program regulations

Mental Health Technician

Devereux Advanced Behavioral Health - Malvern, PA

January 2015 to October 2018

Supervised, organized and encouraged children/adolescents to participate in educational, or recreational activities. Encourage clients to express their feelings and discuss what is happening in their lives, helping them to develop insight into themselves or their relationships.

Maintain HIPPA relating to clients' treatment.

Collaborate with doctors, psychologists, or rehabilitation therapists in working with dual diagnoses patients to treat, rehabilitate, and return patients to the community.

Direct Support Professional

Devereux Advanced Behavioral Health - Bryn Mawr, PA

February 2012 to January 2015

Bryn Mawr, PA

Provide patients with help moving in and out of beds, baths, wheelchairs, or automobiles and with dressing and grooming.

Care for patients by changing bed linens, washing and ironing laundry, cleaning, or assisting with their personal care.

Administer prescribed oral medication, under the written direction of physician or as directed by home care nurse,

Participate in case reviews, consulting with the team caring for the client, to evaluate the client's needs and plan for continuing services.

Education

Associate in Healthcare Administration

Axia College University of Phoenix - School, MO

Skills

- Behavioral Health
- Laundry
- HIPAA
- Home Care
- Meal Preparation
- Caregiving
- Developmental Disabilities Experience
- Social Work
- Senior Care
- Case Management
- Medication Administration
- Individual / Group Counseling
- Hospital Experience
- Dementia Care
- Cleaning Experience
- Autism Experience
- Mental Health Counseling
- Crisis Intervention
- Addiction Counseling
- Motivational Interviewing
- Group Therapy
- Intake Experience
- Special Education
- Office experience
- Customer service

Certifications and Licenses

**Community Health Worker Mental Health First Aid Cardiopulmonary
Resuscitation (CPR) First Aid Ju I 2018**

Present Jan 2015

Oct 2018 Supervised, organized and encouraged children/adolescents to participate in educational, or recreational activities. Encourage clients to express their feelings and discuss what is happening in their lives, helping them to develop insight into themselves or their relationships. Maintain HIPPA relating to clients' treatment. Collaborate with doctors, psychologists, or rehabilitation therapists in working with dual diagnoses patients to treat, rehabilitate, and return patients to the community. DIRECT SUPPORT PROFESSIONAL Devereux Advanced Behavioral Health, Bryn Mawr, PA Provide patients with help moving in and out of beds, baths, wheelchairs, or automobiles and with dressing and grooming. Care for patients by changing bed linens, washing and ironing laundry, cleaning, or assisting with their personal care. Administer prescribed oral medication, under the written direction of physician or as directed by home care nurse, Participate in case reviews, consulting with the team caring for the client, to evaluate the client's needs and plan for continuing services.

Timeline applied to the transition plan:

Phase 1: Pre-Implementation- Day 1 through day 3

The Project Manager will contact management team at each location and arrange introductory meeting. The Project Manager will present Implementation Plan and timeline to each member of the Human Services team identified by the Contracting Officer or designate.

Upon confirmation of the award, and with the permission of the Human Services management, and with the necessary contact information, the HealthSkill team will be prepared to contact all incumbent contract staff immediately. To help avoid any communications issues, HealthSkill's ability to notify or speak with each incumbent contract employee is vitally important.

The Project Manager will also present candidates that may already be identified. This 'early look' at potential candidates is enabled by current business demands

Phase 2: Discovery- Day 4 through day 7

Carefully screen and recruit all individuals for specific needs, including the incumbent contract employees. Develop customer specific screening, orientation and placement materials/practices to be approved by a representative of the Client. Search extensively for people who possess the desired skills and attitudes. Invest considerable time and effort in evaluating their eligibility for the work that will be assigned to them. We estimate that less than 15% of the people who complete the application and screening processes are submitted and/or extended employment offers by Hobbie Professional Staff Management.

Phase 3: Near Term Performance Review- Day 8 through day 22

Following the approval of Client, Hobbie Professional Staff Management shall task Client Service Manager with handling any performance improvement needs found during the initial rollout. This individual will immediately enact programs to support improvement in Hobbie Professional Staff Management's client service team's daily routine. Likewise, other fulfillment and managerial staff will be available to develop a more personalized relationship with members of Client's operation's team. A program risk profile will be conducted at this time. All established customer requisition response times will be evaluated and an updated short term performance expectation will be agreed upon and used until a more thorough review of key performance indicators is completed.

Phase 4: Review of Key Performance Indicators- Day 23 through day 30

Service performance audits are critical to measuring our success as your service provider. All key performance indicators are assessed along with the appropriate standards through a thorough needs analysis of the requirements and goals of Client's operations management team.

These typically include:

- Productivity measures developed in conjunction with the client
- Turnover/Time to fill, Reason assignment ended, Absenteeism/lost time.
- "Utilization": Number of workers at their positions as a percentage of required workers, Down time due to inadequate number of workers.
- Lost time accidents and overall workers compensation costs

Phase 5: Proposals for specific service offerings: Day 30 through day 45

Immediately following a supplier performance audit, and if in accordance with the goals of the Commonwealth of Pennsylvania, HealthSkil will develop additional proposals to meet their evolving needs. These plans can include scalable workforce programs, business process solutions and mobile on demand staffing applications. For example, HealthSkil's certification as a QIO-like entity may help improve the timeliness of Medicare reimbursements. Mobile staffing applications can reduce operating costs and provide management greater budget flexibility.

Since HealthSkil already offers these programs to current clientele, there would be no additional cost to the Commonwealth. The Healthskil management team will be available to describe these programs in further detail as needed.

Responsibilities of parties involved:

Once official confirmation is received, HealthSkil will address all incumbent contract employee questions and issues during the initial forty-five (45) day period. In addition, in the unlikely event of contract employee turnover, HealthSkil will be prepared with resumes of qualified candidates for each location in the Commonwealth. Based upon the experience with a similar client, the HealthSkil recruiting team has already identified and connected with a number of candidates. A few of the candidate's resumes are attached.

HealthSkil uses an online Employee OnBoarding program to help speed and simplify the employment process.

Because HealthSkil will be the Employer of Record, Department of Human Services management will have the opportunity to recommend the most qualified candidates. HealthSkil expects a careful review of the candidates provided by the Human Services team and will respond accordingly.

HealthSkil will provide at least three (3) qualifying resumes within fifteen (15) days of a request. HealthSkil will pay \$50 per occurrence to the requesting agency for failing to respond in accordance with contract performance standards. Within two (2) days of the request, HealthSkil will confirm receipt of the request or pay \$50 per occurrence to the requesting agency. HealthSkil will have a sixty (60) day period to meet the above performance metrics. The HealthSkil Project Manager will provide a monthly report tracking the above to the Department of Human Services Program Administrator, or designee, one (1) month after the grace period ends.

Travel expenses will be approved by the Agency, paid to HealthSkil and reimbursed to the Contract Employee accordingly.

The Commonwealth observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Breakdown of activities performed in the transition phase:

Contract award notification

Contact incumbent Contract Employees

Contact Human Services management team at all locations and schedule initial conference

Begin Employee recruitment process, including incumbent contract staff

Meet or confer with Human Services management team to review incumbent contract staff

Present recruited candidates

Make Conditional offers

Administer Drugscreens

Perform background checks (includes Pa State Police, Pa Child Abuse and FBI)

Propose Quality, notification and scheduling solutions

Complete On-Boarding of selected Contract Employees including the following:

- Employment policies and practices

- Risk mitigation

- Automated time keeping

- Payroll procedure

Expense reimbursement policies

Performance feedback

Commonwealth access and security

Correspondence

Equipment and supplies

Provide Employee Orientation documentation as needed

Contract Tasks:

If awarded the contract, HealthSkil will

- Be responsible for all recruitment of the required positions as needed by the Department of Human Services
- Within two (2) business days acknowledge request for a position to be filled
- Within fifteen (15) business days will submit to DHS a minimum of three (3) resumes per opening per job description
- Arrange interviews to be conducted by DHS supervising staff
- Allow DHS to provide within five (5) business days from final interview to provide feedback and/or accept candidate
- Within fifteen (15) days arrange for and provide a response to a background check and Drug test of a selected candidate
- Shall follow the Implementation plan and timeline as described on the IFB
- Allow a more updated or more detailed Implementation Plan and timeline with specific dates after the contract award
- Arrange for the contracted staff to satisfactorily complete the training program
- Recruit staff to meet the requirements of the Regulatory Licensing Staff Position Descriptions

To summarize, HealthSkil:

- Is a registered tradename of Hobbie Professional Staff Management, Inc., a Pennsylvania based Small Diverse Business owned by majority shareholder Denise Hobbie and minority shareholder Matthew Hobbie
- Has been successfully operating since 1997 and brings over twenty-six years of experience
- Corporate location is 3410 Hamilton Blvd. Allentown, PA
- Intends to utilize and improve upon many of the processes, data sources and talent already in use by Contract Employees placed with the Commonwealth of Pennsylvania
- Rigorously utilizes a Quality Improvement Program to continuously improve performance
- Has access to healthcare professionals with appropriate expertise and specialization related to case reviews
- Has the ability to take into consideration evidence based clinical guidelines and professionally recognized standards of care
- Has access to qualified information technology expertise
- Has organized a governing board with consumer representation
- Is not a healthcare facility, a healthcare affiliate nor a healthcare organization
- Is capable of effectively and efficiently performing case reviews

- Is capable of actively engaging beneficiaries, families and consumers in case reviews with a professional yet personal touch
- Able to perform the functions of a QIO-like entity with objectivity and impartiality in a fair and neutral manner

This concludes HealthSkil's proposal to supply Regulatory Licensing staff to the Department of Human Services. Based upon our understanding of the program, our existing talent and our established practices, we believe HealthSkil is a capable and qualified supplier. Furthermore, with the credentials and experience, HealthSkil can become a superior vendor to the Commonwealth of Pennsylvania and the Department of Human Services.

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for Regulatory Licensing Staff.

I.2 IFB-001.1b Purpose - Restricted Small Business Procurement (July 2012)

The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Department of General Services' self certification process found at www.smallbusiness.pa.gov are eligible to submit a bid and be awarded a contract in response to this IFB. In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response.

I.3 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a established price contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.4 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.5 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.6 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.PA.GOV it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.7 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the

form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).

b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.8 IFB-013.2 Small Business Procurement (July 2012)

In order to be eligible to submit a bid in response to this procurement, a bidder must be certified as a Small Business with the Department of General Services at the time of bid opening. A copy of the Small Business Certification must be submitted with the bid response. Failure to submit the certification with the bid may result in the bid being rejected as non-responsive.

I.9 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

I.10 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.11 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.12 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If

no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated “no substitute,” this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.13 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.

- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. **Firm Bid.** Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. **Clarification and Additional Information.** After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.16 Submission-001.1 Representations and Authorizations (February 2017)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.3 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: 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). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJ>

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (February 2012)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1b Statement of Work (Nov 2006)

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

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

The initial term of the Contract shall be 02 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 Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 3 additional 1 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 090 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 060 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(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 3 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 0.02 % 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-003.1a 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 electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

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.
- 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 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.

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.

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/comprehensive-procurement-guideline-cpg-program> .

V.19 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

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 post-consumer and recovered material content.

V.20 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.21 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

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.22 CONTRACT-015.2 Billing Requirements (July 2021)

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;

- 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;
- 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.23 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.

V.24 CONTRACT-016.2 Payment – Electronic Funds Transfer (July 2022)

- a. The Commonwealth will make contract payments through 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.25 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. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction 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.26 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.27 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.
- 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.28 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 date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 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;
- 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. 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.

c. 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.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 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.31 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 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.32 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.33 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.
- 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.34 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.35 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 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 represents 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.36 CONTRACT-028.1 Contractor Integrity Provisions (January 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.

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

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

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

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking

bids or proposals from any other potential bidder or offeror.

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

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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.

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

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 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.37 CONTRACT-029.1 Contractor Responsibility Provisions (July 2021)

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.

6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

V.38 CONTRACT-030.1 Americans with Disabilities Act (July 2021)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- 1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2 The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

V.39 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.40 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.41 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, 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 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.42 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 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 IFB; and the Contractor's Bid in Response to the IFB.

V.43 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.44 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.45 CONTRACT-036.1 Background Checks (January 2023)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the

employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at https://www.psp.pa.gov/Documents/Public%20Documents/criminal_history/CRC%20Request%20SP%204-164.pdf. The background check must be conducted prior to initial access and on an annual basis thereafter.

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

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

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

V.46 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.
- (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.47 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.

V.48 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Oct 2013)

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

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, teletype, 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:

- 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.

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 2022)

1. Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$15.00 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, 2023, and annually thereafter, the minimum wage rate shall 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.

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.