



**FULLY EXECUTED**  
Contract Number: 4400028638  
Original Contract Effective Date: 10/11/2023  
Valid From: 11/01/2023 To: 10/31/2026

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

**Purchasing Agent**

Name: Yohe Joan  
Phone: 717-783-9196  
Fax: 717-783-2724

Your SAP Vendor Number with us: 502611

**Supplier Name/Address:**  
FOUNDATION OF THE PA MEDICAL SOCIETY  
400 WINDING CREEK BLVD  
MECHANICSBURG PA 17050-1885 US

**Please Deliver To:**

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

Supplier Phone Number: 717-558-7810  
Supplier Fax Number: 717-558-7818

**Contract Name:**  
9313 Nurse Peer Assist Monitor Program

**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	Nurse Peer Assistance Monitoring Program	0.000	Each	120.00	1	0.00

**Item Text**  
Price is per case, per month. Monitoring agreement must be fully effective between all parties in order to invoice the case.

-----  
**General Requirements for all Items:**

**Information:**

**Total Amount:**  
SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400028638  
Original Contract Effective Date: 10/11/2023  
Valid From: 11/01/2023 To: 10/31/2026

**Supplier Name:**  
FOUNDATION OF THE PA MEDICAL  
SOCIETY

**Header Text**

Foundation of the PA Medical Society will work in conjunction with the Bureau of Professional Health Monitoring Programs to provide peer assistance/intervention, monitoring, support and educational services for Pennsylvania licensed nurses and licensed dietitian-nutritionists and any additional individuals to be licensed or registered with the Board.

The Department of State issued RFP 6100057115.

The contract is a Three (3) year Term with two (2) one-year renewal options.

1. The Contractor shall, in accordance with the terms and conditions of this contract, provide peer assistance services to impaired nurses and licensed dietitian-nutritionists as more fully defined in the RFP, to the Commonwealth.
2. The Contractor shall provide the peer assistance services listed in its Cost Submittal, which is attached hereto as Exhibit B and made a part of this contract, at the prices listed for those items in Exhibit B.
3. This contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between them:
  - a. contract document (whereas);
  - b. the Contract Terms and Conditions, which are attached as Exhibit A and made part of this contract;
  - c. the Contractor's Cost Submittal, which is attached as Exhibit B and made a part of this contract;
  - d. the RFP, including, all of the referenced Appendices and as revised by all Addenda to the RFP, which is attached as Exhibit C and made a part of this contract; and
  - e. the Contractor's Technical Submittal, which is attached as Exhibit D and made a part of this contract.

Contract is to be invoiced monthly. Invoice is to include an itemized list of open PHMP participant case numbers. Due to HIPPA privacy laws, participant names are to be omitted from the itemized list.

No further information for this Contract

**Information:**

**Total Amount:**

3,888,000.00

Currency: USD

**CONTRACT  
FOR  
NURSE PEER ASSISTANCE MONITORING SERVICES**

This Contract for the Provision of peer assistance services to impaired nurses and dietary technicians ("Contract") is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Department of State, ("Agency") and the Foundation of the Pennsylvania Medical Society ("Contractor").

The Agency issued a Request for Proposals for the provision of peer assistance services to impaired nurses and licensed dietitian-nutritionists, RFP No. 6100057115, ("RFP") and the Contractor submitted a proposal in response to the RFP.

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

The parties have negotiated this Contract as their final and entire agreement in regard to providing peer assistance services for impaired nurses and licensed dietitian-nutritionists to the Commonwealth.

The parties, intending to be legally bound hereby, agree as follows:

1. The Contractor shall, in accordance with the terms and conditions of this contract, provide peer assistance services to impaired nurses and licensed dietitian-nutritionists as more fully defined in the RFP, to the Commonwealth.
2. The Contractor shall provide the peer assistance services listed in its Cost Submittal, which is attached hereto as Exhibit B and made a part of this contract, at the prices listed for those items in Exhibit B.
3. This contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between them:
  - a. this contract document;
  - b. the Contract Terms and Conditions, which are attached as Exhibit A and made part of this contract;
  - c. the Contractor's Cost Submittal, which is attached as Exhibit B and made a part of this contract;

d. the RFP, including, all of the referenced Appendices and as revised by all Addenda to the RFP, which is attached as Exhibit C and made a part of this contract; and


e. the Contractor's Technical Submittal, which is attached as Exhibit D and made a part of this contract.


**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

The parties have signed this contract below. The date of execution is described in the Contract Terms and Conditions.

**THE FOUNDATION OF THE PENNSYLVANIA MEDICAL SOCIETY**

**COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE**

  
\_\_\_\_\_  
Executive Director                      Date  
Heather A. Wilson

 Digitally signed by Al Schmidt  
Date: 2023.08.14 13:44:08  
-04'00'  
\_\_\_\_\_  
Secretary                                      Date  
Al Schmidt

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically.

\_\_\_\_\_  
Office of Chief Counsel              Date  
Department of State

To be obtained electronically.

\_\_\_\_\_  
Office of General Counsel              Date

To be obtained electronically.

\_\_\_\_\_  
Office of Attorney General              Date

To be obtained electronically.

\_\_\_\_\_  
Comptroller                                      Date

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## PART V - CONTRACT TERMS and CONDITIONS

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

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

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

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

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

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

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

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the 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-002.3 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.5 CONTRACT-003.1b Signatures – Contract (July 2015)**

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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

fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

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

#### **V.6 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.7 CONTRACT-005.1b Agency Purchase Orders (July 2015)**

The Agency 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.

The Commonwealth and the Contractor specifically agree as follows:

- 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.8 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.9 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.10 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.11 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.12 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.13 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.14 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.15 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.16 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.17 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.18 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

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

#### **V.19 CONTRACT-015.1A Compensation/Expenses (May 2008)**

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

#### **V.20 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.21 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.22 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.23 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.24 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.25 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.26 CONTRACT-020.1 Audit Provisions (Oct 2006)**

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

#### **V.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

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

**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.35 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.36 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.37 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.38 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.39 CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which 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.40 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

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

#### **V.41 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.42 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.43 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](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.44 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.45 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.46 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)**

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

**V.47 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)**

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

**V.48 CONTRACT-051.1 Notice (Dec 2006)**

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



- 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.49 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.50 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.



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**ATTACHMENT A**

**COST SUBMITTAL**

Supplier Name:	Foundation of the Pennsylvania Medical Society - Nurses' Health Program
Supplier Number:	0000502611
Mailing Address:	400 Winding Creek Boulevard Mechanicsburg, PA 17050
Supplier Contact Person:	Tiffany Booher
Telephone Number:	717-558-7819
E-Mail:	PHP-foundation@pamedsoc.org

Cost per case, per month listed below shall be in effect for the term of the contract, including any renewals. The term of the contract will be at a fixed cost per case, per month rate for three years, with two one-year renewals options.

**Contract is to be invoiced monthly. Invoice is to include an itemized list of open PHMP participant case numbers. Due to HIPPA privacy laws, participant names are to be omitted from the itemized list.**

	Cost
Cost Per Case, Per Month	\$ 120.00

<b>Signature</b>	
<i>Signature of an official authorized to bind the Supplier to the provisions contained in the bid submission:</i>	
<b>Authorized Signature:</b>	
<b>Printed Name:</b>	Heather A. Wilson
<b>Title:</b>	Executive Director
<b>Date:</b>	May 31, 2023

## Event Summary - Nurse Peer Assistance Monitoring Program

<b>Type</b>	Request for Proposal	<b>Number</b>	6100057115
<b>Stage Title</b>	-	<b>Organization</b>	CommonwealthPA
<b>Currency</b>	US Dollar	<b>Event Status</b>	Under Evaluation
<b>Work Group</b>	State	<b>Exported on</b>	6/12/2023
<b>Exported by</b>	Joan Yohe	<b>Estimated Value</b>	
<b>Payment Terms</b>	-		

## Bid and Evaluation

<b>Respond by Proxy</b>	Disallow	<b>Use Panel Questionnaire</b>	No
<b>Sealed Bid</b>	Yes	<b>Auto Score</b>	No
		<b>Cost Analysis</b>	No
<b>Alternate Items</b>	No		

## Visibility and Communication

**Visible to Public** Yes

**Enter a short description for this public event**

*The Department requires the services of a contractor who is able to administer all aspects of a peer assistance monitoring program.*

## Commodity Codes

<b>Commodity Code</b>	<b>Description</b>
85100000	Comprehensive health services
80000000	Management and Business Professionals and Administrative Services
80160000	Business administration services
86130000	Specialized educational services
93140000	Community and social services
93150000	Public administration and finance services

## Event Dates

<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	5/4/2023 11:00 AM EDT
<b>Close</b>	6/7/2023 3:30 PM EDT
<b>Sealed Until</b>	6/7/2023 3:30 PM
	📌 Show Sealed Bid Open Date to Supplier
<b>Q&amp;A Close</b>	5/18/2023 3:00 PM EDT

## Event Users

### Event Creator

**Joan Yohe**

[joyohe@pa.gov](mailto:joyohe@pa.gov)

Phone +1 717-783-7216

### Event Owners

**Heather Banyay**

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**Tadd Allar**

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## Contacts

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## Stakeholders

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**Lisa Sanford**

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**Paula Murphy**

[pmurphy@pa.gov](mailto:pmurphy@pa.gov)

## Description

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

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

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

**4. Project Description.** The Department of State, Bureau of Professional and Occupational Affairs (BPOA) requires the services of a contractor who is qualified to administer all aspects of a peer assistance monitoring program to Pennsylvania licensed Nurse Board candidates. This program will assist in the fulfillment of the BPOA's mandate to protect the health and safety of the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and safety to patients by reason of illness, additions to drugs or alcohol, or mental impairment.

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

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

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

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

**9. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Only one question is to be submitted at a time and no attachments are to be uploaded. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

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

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

**12. Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**13. Proposal Format:** To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

**14. Mandatory Responsiveness Requirements.** To be eligible for selection, the proposal must be:

A. Timely received from and timely submitted by an Offeror (see Proposal Submission section); and

B. Electronically signed by the Offeror (see Proposal Submission section).

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

**16. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for



clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**17. Prime Contractor Responsibilities.** The selected Offeror must perform at least 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

## **18. Proposal Contents.**

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

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

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

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

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has

determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

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

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

**21. Term of Contract.** The term of the contract will commence on the Effective Date and will end on the Expiration Date as identified in the Contract. The initial term of the Contract shall be for 3 years. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. The contract may be mutually renewed for a maximum of 2 additional 1 year terms.

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

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

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

**25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting

Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

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

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

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: offeror qualifications, specialized knowledge and experience, staff qualifications, etc. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

[https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

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

[https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**28. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered

responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

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

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

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

**29. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

## Stage Description

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No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

**Certification**

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

**Supplier Must Also Upload a File:**

No

**Prerequisite Content:**

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

## Buyer Attachments

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TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	../Attachments/TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf
Appendix A - Services Available.pdf	Appendix A - Services Available.pdf	../Attachments/Appendix A - Services Available.pdf
Appendix B - HIPAA Compliance.pdf	Appendix B - HIPAA Compliance.pdf	../Attachments/Appendix B - HIPAA Compliance.pdf
Appendix C - Contractor Statistics.pdf	Appendix C - Contractor Statistics.pdf	../Attachments/Appendix C - Contractor Statistics.pdf
Attachment A - Cost Submittal.pdf	Attachment A - Cost Submittal.pdf	../Attachments/Attachment A - Cost Submittal.pdf
Attachment B - Terms and Conditions.pdf	Attachment B - Terms and Conditions.pdf	../Attachments/Attachment B - Terms and Conditions.pdf
Attachment C - VRP Terms and Conditions Rev 1.23.pdf	Attachment C - VRP Terms and Conditions Rev 1.23.pdf	../Attachments/Attachment C - VRP Terms and Conditions Rev 1.23.pdf
Exhibit A - Sample Consent Agreement and Order.pdf	Exhibit A - Sample Consent Agreement and Order.pdf	../Attachments/Exhibit A - Sample Consent Agreement and Order.pdf
Exhibit B - Sample Statistical Report.pdf	Exhibit B - Sample Statistical Report.pdf	../Attachments/Exhibit B - Sample Statistical Report.pdf
Exhibit C - Sample Quarterly Progress Report.pdf	Exhibit C - Sample Quarterly Progress Report.pdf	../Attachments/Exhibit C - Sample Quarterly Progress Report.pdf
TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115(1).pdf	../Attachments/TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115(1).pdf



## Questions

★ Supplier Response Is Required

### RFP Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★  
File Upload
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload
- 1.1.3 I have read and fully understand the attached Performance Standards. ★  
Yes/No

#### Group 1.2: Cost

- 1.2.1 Please use the attached cost template, Attachment A - Cost Submittal to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★  
File Upload

### Additional Required Documentation

#### Group 2.1: Standard Forms

- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload  
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload  
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload  
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload
- 2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload  
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6 Please download, sign, and attach the Worker Protection and Investment Certification Form (BOP-2201). ★  
File Upload  
Worker Protection and Investment Certification Form (BOP-2201) - ../Attachments/QuestionAttachments/BOP-2201 EO 2021-06 Worker Protection Form BOP 02042022

#### Group 2.2: Terms and Conditions

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

Yes/No

**Group 2.3: Offeror's Representation**

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

Yes/No

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

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

Yes/No

## Product Line Items

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There are no Items added to this event.

## Price Components

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There are no Price Components added to this event.

## Suppliers

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### Strategy Management Group, Inc. dba Balanced Scorecard Institute

Progress Event Not Viewed

Steven Musick

[contracting@balancedscorecard.org](mailto:contracting@balancedscorecard.org)

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### Federation of Neighborhood Centers

Progress Event Not Viewed

Adam Wilder

[adamw@fncphilly.org](mailto:adamw@fncphilly.org)

Jerry Tapley

[jerryt@fncphilly.org](mailto:jerryt@fncphilly.org)

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### Cloudburst Consulting Group, Inc.

Progress Event Not Viewed

Denise Lomuntad

[denise.lomuntad@cloudburstgroup.com](mailto:denise.lomuntad@cloudburstgroup.com)

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### EXPRESS DYNAMICS (CitizenDeveloper)

Progress Event Not Viewed

Calvin Fuerst

[cfuerst@workxpress.com](mailto:cfuerst@workxpress.com)

David Romberger

[dromberger@workxpress.com](mailto:dromberger@workxpress.com)

Treff LaPlante

[tlaplante@workxpress.com](mailto:tlaplante@workxpress.com)

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### National Health Care Solutions, LLC (National Health Care Solutions, LLC)

Progress Event Not Viewed

Nicole Randall

[nicole.randall@nationalhcs.com](mailto:nicole.randall@nationalhcs.com)

James Roberto

[jim.roberto@nationalhcs.com](mailto:jim.roberto@nationalhcs.com)

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### BioCollections Worldwide, Inc.

Progress Event Not Viewed

Sixto Pacheco

[sixto.pacheco@biocollections.com](mailto:sixto.pacheco@biocollections.com)

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### M. Davis and Company, Inc.

Progress Event Not Viewed

Louisa Elfman

[louisa@mdavisco.com](mailto:louisa@mdavisco.com)

Morris Davis

[morris@mdavisco.com](mailto:morris@mdavisco.com)

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### WestEd

Progress Event Not Viewed

Mike Neuenfeldt

[contracts@wested.org](mailto:contracts@wested.org)

---

### MEDPRO HEALTHCARE STAFFING LLC (MedPro Healthcare Staffing)

Progress Event Not Viewed

Cory Prevatt

[cprevatt@medprostaffing.com](mailto:cprevatt@medprostaffing.com)

---

### RFx Analyst

Progress Event Not Viewed

Kelly Johnson  
[rfp@rfxanalyst.com](mailto:rfp@rfxanalyst.com)

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**Southern Alleghenies Planning & Development Commission**

Progress Event Not Viewed

James Gerraughty  
[jgerraughty@sapdc.org](mailto:jgerraughty@sapdc.org)

---

**Tobacco Free Allegheny (Tobacco Free Allegheny)**

Progress Event Not Viewed

Tiffany Babinsack  
[tbabinsack@tobaccofreeallegheny.org](mailto:tbabinsack@tobaccofreeallegheny.org)

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**Just Ask Prevention (Just Ask Prevention Foundation)**

Progress Event Not Viewed

James Pinsky  
[jpinsky@justaskprevention.org](mailto:jpinsky@justaskprevention.org)

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**Centurion of Pennsylvania, LLC**

Progress Event Not Viewed

Julia Seder  
[jseder@teamcenturion.com](mailto:jseder@teamcenturion.com)

---

**JORDON EDUCATIONAL CONSULTING COM (JORDON EDUCATIONAL CONSULTING COM)**

Progress Event Not Viewed

CHARMAINE JORDON  
[JORDONCHARMAINHE@YAHOO.COM](mailto:JORDONCHARMAINHE@YAHOO.COM)

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**ModivCare Solutions, LLC**

Progress Event Not Viewed

Wanda Hunter  
[bids@modivcare.com](mailto:bids@modivcare.com)

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**PEOPLETECH LLC**

Progress Event Not Viewed

Nilesh Mishra  
[NILESH@PEOPLETECH.COM](mailto:NILESH@PEOPLETECH.COM)

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**Delane Staffing LLC (Delane Consulting and Talent Management)**

Progress Event Not Viewed

Theo Bell  
[theo.bell@delanecs.com](mailto:theo.bell@delanecs.com)  
Kalise Cook  
[kalise.cook@delanecs.com](mailto:kalise.cook@delanecs.com)

Steve Thompson  
[steve.thompson@delanecs.com](mailto:steve.thompson@delanecs.com)

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**Fidelitas LLC**

Progress Event Not Viewed

Byron Void  
[Fidelleaders@gmail.com](mailto:Fidelleaders@gmail.com)

Robert Tolbert Jr  
[roberttolbert26@outlook.com](mailto:roberttolbert26@outlook.com)

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**Computer Consultants International, Inc. (Computer Consultants International, Inc.)**

Progress Intend To Bid

Arshia Tayyab  
[arshi@cci-worldwide.com](mailto:arshi@cci-worldwide.com)

Arshi Tayyab  
[hr@cci-worldwide.com](mailto:hr@cci-worldwide.com)

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### **ATRIA CONSULTING LLC**

Progress Event Not Viewed

Melissa Bordman  
[mbordman@atriaconsulting.com](mailto:mbordman@atriaconsulting.com)

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### **Conduent Public Health Solutions, Inc.**

Progress Event Not Viewed

Dereck Richman  
[shssvregistrations@conduent.com](mailto:shssvregistrations@conduent.com)

Scott Weir  
[Scott.Weir@conduent.com](mailto:Scott.Weir@conduent.com)

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### **TLR INSURANCE INC (TLR Business Solutions)**

Progress Event Not Viewed

Debra Roberts  
[tracy@tlrbsi.com](mailto:tracy@tlrbsi.com)

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### **Cambay Consulting LLC (Cambay Consulting LLC)**

Progress Event Not Viewed

Mohsin Shaikh  
[grfp@cambaycs.com](mailto:grfp@cambaycs.com)

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### **Strategic Business Services, LLC (Strategic Business Services, LLC)**

Progress Event Not Viewed

Craig Baclit  
[crb@sbsllc.com.co](mailto:crb@sbsllc.com.co)

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### **HSE Staffing Agency LLC**

Progress Event Not Viewed

Hagir Elsheikh  
[hsestaffing@gmail.com](mailto:hsestaffing@gmail.com)

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### **County of Erie (Erie County Department of Health)**

Progress Intention Not Declared

Nicole Bolash  
[nbolash@eriecountypa.gov](mailto:nbolash@eriecountypa.gov)

Laura Beckes  
[Lbeckes@eriecountypa.gov](mailto:Lbeckes@eriecountypa.gov)

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### **Chester County Economic Development Foundation**

Progress Event Not Viewed

Jodi Gauker  
[jgauker@ccedcpa.com](mailto:jgauker@ccedcpa.com)

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### **LAUNCHTECH, LLC**

Progress Event Not Viewed

LaunchTech Sales  
[sales@welaunchtech.com](mailto:sales@welaunchtech.com)

Venus Quates  
[venus@welaunchtech.com](mailto:venus@welaunchtech.com)

---

### **Thoms Wireless Construction LLC**

Progress Event Not Viewed

Tyler Thoms

[TylerThoms@ThomsWireless.com](mailto:TylerThoms@ThomsWireless.com)

---

**Security 1 Solutions LLC**

Progress Event Not Viewed

Bruce Alexander

[balexander@security1solutions.com](mailto:balexander@security1solutions.com)

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**KJ Consulting & Environmental Services, LLC**

Progress Event Not Viewed

Stacy Ginkel

[stacy@kj-consultants.com](mailto:stacy@kj-consultants.com)

---

**InitializeAI LLC**

Progress Event Not Viewed

Andrew Jensen

[andrew@initializeai.com](mailto:andrew@initializeai.com)

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**Savvas Learning Company LLC**

Progress Event Not Viewed

Customer Service

[k12customerservice@savvas.com](mailto:k12customerservice@savvas.com)

---

**edCount, LLC**

Progress Event Not Viewed

Beth Smucker

[bsmucker@edcount.com](mailto:bsmucker@edcount.com)

---

**Foundation of the PA Medical Society**

Progress Submitted

Total Bid 0.00

Tiffany Booher

[tbooher@pamedsoc.org](mailto:tbooher@pamedsoc.org)

Annette Weaver

[aweaver@pamedsoc.org](mailto:aweaver@pamedsoc.org)

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**Central Research, Inc. (Central Research, Inc.)**

Progress Event Not Viewed

Melissa Scribner

[melissa.scribner@central-research.com](mailto:melissa.scribner@central-research.com)

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**Resources for Human Development, Inc.**

Progress Event Not Viewed

Karin Annerhed-Harris

[Karin.Harris@rhd.org](mailto:Karin.Harris@rhd.org)

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**NOPRAS TECHNOLOGIES, INC.**

Progress Event Not Viewed

ERIC HANSON

[SALESHELP@NOPRAS-TECH.COM](mailto:SALESHELP@NOPRAS-TECH.COM)

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**The Nowland Group Inc**

Progress Event Not Viewed



Donald Nowland  
[dnowland@thenowlandgroup.net](mailto:dnowland@thenowlandgroup.net)

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**David L Foil II dba Foil's Disposal (Foil's Disposal)**

Progress Event Not Viewed

Tracy Foil  
[dt\\_foil@yahoo.com](mailto:dt_foil@yahoo.com)

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**PRODIGYN CO**

Progress Event Not Viewed

[MGAUDIANO1@ICLOUD.COM](mailto:MGAUDIANO1@ICLOUD.COM)

Michael Gaudiano  
[mgaudiano1@icloud.com](mailto:mgaudiano1@icloud.com)

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**Community Health Partnerships Ltd. (Community Health Partnerships Ltd.)**

Progress Event Not Viewed

Rick Wilk  
[communityhealthpartnerships1@gmail.com](mailto:communityhealthpartnerships1@gmail.com)

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**Ekert and Associates Networking Division, Inc.**

Progress Event Not Viewed

Ron Bundy  
[ron.bundy@tncg.com](mailto:ron.bundy@tncg.com)

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**DST Pharmacy Solutions, Inc. (SS&C Health)**

Progress Event Not Viewed

Victoria Palmer  
[vlisherwood@dsthealth.com](mailto:vlisherwood@dsthealth.com)

Marc Palmer  
[jmpalmer@dsthealth.com](mailto:jmpalmer@dsthealth.com)

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**DayBlink Consulting LLC**

Progress Event Not Viewed

Michael Wong  
[MICHAEL.WONG@DAYBLINK.COM](mailto:MICHAEL.WONG@DAYBLINK.COM)

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**Jackson & Coker Locum Tenens, LLC (Jackson & Coker)**

Progress Event Not Viewed

Dana Massey  
[Government@jacksonandcoker.com](mailto:Government@jacksonandcoker.com)

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**SAFE & SECURE: SCHOOLS AND**

Progress Event Not Viewed

Edward Bachert  
[efb176@aol.com](mailto:efb176@aol.com)

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**FOCALPOINTK12, INC.**

Progress Event Not Viewed

Kelsey Anderson  
[bids@focalpoint.education](mailto:bids@focalpoint.education)

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**American Heritage Life Insurance Company (Allstate Benefits)**

Progress Event Not Viewed

Kerry Flack

[kflac@allstate.com](mailto:kflac@allstate.com)

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**Attain Consulting Group LLC (Attain Partners)**

Progress                      Event Not Viewed

Andrew Campbell

[apcampbell@attainpartners.com](mailto:apcampbell@attainpartners.com)

---

**Cardinal Direction 8, LLC (Preferred Case Management Services (PCMS))**

Progress                      Event Not Viewed

Lynette Moretti

[LMORETTI@PCMSPA.NET](mailto:LMORETTI@PCMSPA.NET)

---

**Instructional Connections, LLC**

Progress                      Event Not Viewed

Alexandra Forrester

[ALEX.FORRESTER@ICONNECT-NA.COM](mailto:ALEX.FORRESTER@ICONNECT-NA.COM)

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**G3 Agency Corporation dba CareerEco (CareerEco)**

Progress                      Event Not Viewed

Gayle Oliver-Plath

[billing@careereco.com](mailto:billing@careereco.com)

---

**Unifi Management LLC**

Progress                      Event Not Viewed

Carole Debaude

[caroled@unifibpo.com](mailto:caroled@unifibpo.com)

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**artConic**

Progress                      Event Not Viewed

Johnny Marmolejos

[johnny@artconic.com](mailto:johnny@artconic.com)

---

**DREAM Partnership**

Progress                      Event Not Viewed

Sherry Landis

[sherry.landis@dreampartnership.org](mailto:sherry.landis@dreampartnership.org)

Nancy Shirley

[nshirley@dreampartnership.org](mailto:nshirley@dreampartnership.org)

---

**Cirrus Concept Consulting (Alto Health Care Staffing)**

Progress                      Event Not Viewed

Kevin Holmes

[kholmes@altostaffing.com](mailto:kholmes@altostaffing.com)

---

**The Hospital and Healthsystem Association of Pennsylvania**

Progress                      Event Not Viewed

Tina Latin-True

[tltrue@haponline.org](mailto:tltrue@haponline.org)

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**HEZEL ASSOCIATES LLC**

Progress                      Event Not Viewed

Sarah Singer  
[marketing@hezel.com](mailto:marketing@hezel.com)

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**WILLOW COMMUNICATION STRATEGIES**

Progress                      Event Not Viewed

[RFORD@WILLOWCS.COM](mailto:RFORD@WILLOWCS.COM)

---

**Really Great Reading Company, LLC**

Progress                      Event Not Viewed

Kim Stuckey  
[kim.stuckey@reallygreatreading.com](mailto:kim.stuckey@reallygreatreading.com)

---

**Adagio Health Inc.**

Progress                      Event Not Viewed

Erika Gaburri  
[egaburri@adagiohealth.org](mailto:egaburri@adagiohealth.org)

---

**Alba Art Conservation LLC**

Progress                      Event Not Viewed

Ana Alba  
[ana.a.alba@gmail.com](mailto:ana.a.alba@gmail.com)

---

**AccessHope LLC**

Progress                      Event Not Viewed

Stephanie Valeiko  
[stephanie.valeiko@myaccesshope.org](mailto:stephanie.valeiko@myaccesshope.org)

Laura Botich  
[laura.botich@myaccesshope.org](mailto:laura.botich@myaccesshope.org)

---

**Cumberland Therapy Services, LLC (The Stepping Stones Group)**

Progress                      Event Not Viewed

Katelyn Gustafson  
[bids@thestepingstonesgroup.com](mailto:bids@thestepingstonesgroup.com)

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**Rolka Loube Saltzer Associates LLC (Rolka Loube)**

Progress                      Event Not Viewed

Jim Skjeveland  
[JSKJEVELAND@ROLKALOUBE.COM](mailto:JSKJEVELAND@ROLKALOUBE.COM)

Emily Guidy  
[eguidy@rolkaloube.com](mailto:eguidy@rolkaloube.com)

---

**Morgan Stanley / Graystone Consulting (Graystone Consulting)**

Progress                      Event Not Viewed

Richard Hazzouri  
[richard.j.hzzouri@ms.com](mailto:richard.j.hzzouri@ms.com)

---

**CALSTART, Inc. (CALSTART, Inc.)**

Progress                      No Bid

Genola Johnson  
[development@calstart.org](mailto:development@calstart.org)

---

**The Well Workplace, LLC (WellAdvantage)**

Progress                      Event Not Viewed

Jeanne Hartig

[welladvantagewbe@welladvantage.com](mailto:welladvantagewbe@welladvantage.com)

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**PROTECH PROFESSIONAL TECHNICAL SERVICES**

Progress No Bid

[tnoca@protechtraining.com](mailto:tnoca@protechtraining.com)

Kathy Miller

[accounting@protechtraining.com](mailto:accounting@protechtraining.com)

Phil Anderson

[panderson@protechtraining.com](mailto:panderson@protechtraining.com)

---

**Knowlton Systems LLC (Knowlton Systems LLC)**

Progress Event Not Viewed

Kraig Kiehl

[kraig.kiehl@gmail.com](mailto:kraig.kiehl@gmail.com)

---

**Gentle Force Counseling Services, LLC (n/a)**

Progress Event Not Viewed

Antoinette Bogan

[Abogan@gentleforcecounseling.com](mailto:Abogan@gentleforcecounseling.com)

---

**MetriTech, Inc.**

Progress Event Not Viewed

Susan Feldman

[rfpsales@metritech.com](mailto:rfpsales@metritech.com)

---

**Loyal Hearts Staffing, LLC**

Progress Event Not Viewed

APRIL SWANSON

[asdirector@loyalhearts.org](mailto:asdirector@loyalhearts.org)

---

**POWER AND SUCCESS INC (Power and Success)**

Progress Event Not Viewed

Sheina Mackey

[sheina@powernsuccess.com](mailto:sheina@powernsuccess.com)

Sheina Mackey

[sheinamackey@gmail.com](mailto:sheinamackey@gmail.com)

---

**Miller3 Consulting, Inc**

Progress Event Not Viewed

Dave Miller

[dmillerjr@miller3group.com](mailto:dmillerjr@miller3group.com)

---

**Conduent State Healthcare, LLC**

Progress Event Not Viewed

David Weber

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Katrina Ogbeide

[biddesk.fc-tlg@conduent.com](mailto:biddesk.fc-tlg@conduent.com)

Dan Dwyer

[dan.dwyer@conduent.com](mailto:dan.dwyer@conduent.com)

---

**Little Big Health Solutions (Little Big Health Solutions)**

Progress Event Not Viewed

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[sarah.izzo@littlebig.health](mailto:sarah.izzo@littlebig.health)  
Jason Vizirov  
[jason.vizirov@littlebig.health](mailto:jason.vizirov@littlebig.health)

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[mitchell.hart@littlebig.health](mailto:mitchell.hart@littlebig.health)  
kerri devaney  
[kerri.devaney@hotmail.com](mailto:kerri.devaney@hotmail.com)

---

### Heritage Conservancy (Heritage Conservancy)

Progress Event Not Viewed

Jeffrey Marshall  
[jmarshall@heritageconservancy.org](mailto:jmarshall@heritageconservancy.org)

---

### Tabor Community Services, Inc. (Tabor Community Services, Inc.)

Progress Event Not Viewed

Erika Flood  
[eflood@tabornet.org](mailto:eflood@tabornet.org)

---

### Pennsylvania Nurse Peer Assistance Program Inc (PNAP)

Progress Submitted  
Total Bid 0.00

Joann Megon  
[jmegon@pnap.org](mailto:jmegon@pnap.org)

---

### PSI Services LLC

Progress Event Not Viewed

Alon Schwartz  
[aschwartz@psionline.com](mailto:aschwartz@psionline.com)

Shelley Long  
[slong@psionline.com](mailto:slong@psionline.com)

---

### Zolon Tech Inc (Zolon Tech)

Progress Event Not Viewed

Zach Smith  
[govt@zolontech.com](mailto:govt@zolontech.com)

---

### XRconnectED LLC (XRconnectED)

Progress Event Not Viewed

Karen Alexander  
[Karen@XRconnectED.com](mailto:Karen@XRconnectED.com)

---

### Fast Enterprises, LLC

Progress Event Not Viewed

James Harrison  
[harrison@fastenterprises.biz](mailto:harrison@fastenterprises.biz)

---

### Gaming Laboratories International, LLC (duplicate account)

Progress Event Not Viewed

Chris Gallo  
[Procurement@gaminglabs.com](mailto:Procurement@gaminglabs.com)

---

### PUGLIESE ASSOCIATES (Pugliese Associates)

Progress Event Not Viewed

Teresa Smart  
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Janine Pappalardo  
[janine@puglieseassociates.com](mailto:janine@puglieseassociates.com)

Janine Pappalardo  
[JANINELT@gmail.com](mailto:JANINELT@gmail.com)  
  
[jim@puglieseassociates.com](mailto:jim@puglieseassociates.com)

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**Davis Consulting Solutions LLC (Davis Consulting Solutions)**

Progress Event Not Viewed

Danielle Davis  
[info@davisconsultsolutions.com](mailto:info@davisconsultsolutions.com)

---

**Smart Development Professionals LLC (Smart Development Professionals LLC)**

Progress Event Not Viewed

SD PRAKASH  
[sdprakash@sdpgroups.com](mailto:sdprakash@sdpgroups.com)

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**ASO ADMINISTRATORS INC**

Progress Intention Not Declared

Charles Davidson  
[CED@MCOA.COM](mailto:CED@MCOA.COM)

Phyllis Shehab  
[pshehab@mcoa.com](mailto:pshehab@mcoa.com)

---

**PA NextGen Solutions LLC**

Progress Event Not Viewed

Andrew Adam  
[andrew@panextgensolutions.com](mailto:andrew@panextgensolutions.com)

---

**VitalCore Health Strategies, LLC (VitalCore Health Strategies)**

Progress Event Not Viewed

Roger Haden  
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Nicole Gilliland  
[NGilliland@vitalcorehs.com](mailto:NGilliland@vitalcorehs.com)

---

**Heuristic Solutions LLC**

Progress Event Not Viewed

Alison Neal  
[aneal@heuristics.net](mailto:aneal@heuristics.net)

---

**VALSAGE LLC**

Progress Event Not Viewed

John Slavinski  
[VALSAGELLC@GMAIL.COM](mailto:VALSAGELLC@GMAIL.COM)

---

**Professional Healthcare Associates Inc (Nurstat Staffing)**

Progress Event Not Viewed

Kim MINSAVAGE  
[NURSTAT1@AOL.COM](mailto:NURSTAT1@AOL.COM)

---

**IT Professionals, Inc**

Progress Event Not Viewed

Daniel Feldman Jr  
[daniel.f.feldman.jr@gmail.com](mailto:daniel.f.feldman.jr@gmail.com)

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**Community Options, Inc. (Communtiy Options)**

Progress Event Not Viewed

Lacie Parker  
[lacie.parker@comop.org](mailto:lacie.parker@comop.org)

Wei-Han Zhou  
[weihan.zhou@comop.org](mailto:weihan.zhou@comop.org)

---

### **WageWorks, Inc.**

Progress Event Not Viewed

David Hanley  
[David.Hanley@wageworks.com](mailto:David.Hanley@wageworks.com)

---

### **Choitek LLC**

Progress Event Not Viewed

John Choi  
[johnchoi@choitek.com](mailto:johnchoi@choitek.com)

---

### **CUSTOM CANINE UNLIMITED (Custom Canine Unlimited)**

Progress Event Not Viewed

AJ Vargas  
[ajvargas@customcanineunlimited.com](mailto:ajvargas@customcanineunlimited.com)

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### **mwah. Making Work Absolutely Human LLC**

Progress Event Not Viewed

James Hancock  
[james@mwah.live](mailto:james@mwah.live)

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### **American Institutes for Research in the Behavioral Sciences**

Progress Intention Not Declared

Bids Domestic  
[bids\\_dom@air.org](mailto:bids_dom@air.org)

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### **SARGENTS COURT REPORTING SERVICE**

Progress Event Not Viewed

Sara Sargent  
[sally@sargents.com](mailto:sally@sargents.com)

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### **Acute Medical Staffing LLC**

Progress Event Not Viewed

Deanna Guerrier  
[acutemedicalstaffing@gmail.com](mailto:acutemedicalstaffing@gmail.com)

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### **SOURCECORP BPS Inc (SOURCECORP)**

Progress Event Not Viewed

Arjun Reddy  
[arjun.reddy@exelatech.com](mailto:arjun.reddy@exelatech.com)

Mike Smith  
[mike.smith@sourcehov.com](mailto:mike.smith@sourcehov.com)

---

### **Noor Associates, Inc.**

Progress Event Not Viewed

Scott Weaver  
[compliance@noorstaffing.com](mailto:compliance@noorstaffing.com)

Greeshma Verma  
[gverma@globalempirellc.com](mailto:gverma@globalempirellc.com)

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### **Premier Comp Solutions, LLC (Premier Comp Solutions)**

Progress Event Not Viewed

Linda Schmac  
[lschmac@premier-comp.com](mailto:lschmac@premier-comp.com)

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### Highmark

Progress Event Not Viewed

Kristy Sherman  
[kristy.sherman@Highmark.com](mailto:kristy.sherman@Highmark.com)

---

### DRWANTED COM LLC (DRW Healthcare Staffing)

Progress Event Not Viewed

Richie MacAulay  
[mbradford@drwhealth.com](mailto:mbradford@drwhealth.com)

---

### RepuCare, Inc.

Progress Event Not Viewed

Chang Sanders  
[csanders@repuCare.com](mailto:csanders@repuCare.com)

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### NOCTI

Progress Event Not Viewed

Heidi Speese  
[heidi.speese@nocti.org](mailto:heidi.speese@nocti.org)

Randi VanHemert  
[Randi.VanHemert@nocti.org](mailto:Randi.VanHemert@nocti.org)

Kimberly Newman  
[kimberly.newman@nocti.org](mailto:kimberly.newman@nocti.org)

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### AS BETTER SOLUTION, LLC (A's Better Solution, LLC)

Progress Event Not Viewed

Adrian Weatherspoon  
[AWEAT86@YAHOO.COM](mailto:AWEAT86@YAHOO.COM)

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### Premier Medical Staffing Services, LLC (Premier Medical Staffing Services, LLC)

Progress Event Not Viewed

Laura Hanoski  
[lhanoski@premiermedstaffing.com](mailto:lhanoski@premiermedstaffing.com)

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### Destination Think! USA Inc. (Destination Think!)

Progress Event Not Viewed

Ben Vadasz  
[sales@destinationthink.com](mailto:sales@destinationthink.com)

---

### PROFESSIONAL TRAINING ASSOCIATES IN

Progress Event Not Viewed

Gregory Ashman  
[gashman@ptainc.com](mailto:gashman@ptainc.com)

Bill Tomlinson  
[btomlinson@ptainc.com](mailto:btomlinson@ptainc.com)

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### Binary Blue, Inc. (Binary Blue)

Progress Event Not Viewed

manmeet kohli  
[mani.kohli@binaryblue.com](mailto:mani.kohli@binaryblue.com)

---

### The Guardian Life Insurance Company of America (Guardian)



Progress

Event Not Viewed

Kimberly Lawson  
[kimberly\\_lawson@glic.com](mailto:kimberly_lawson@glic.com)  
Chris Swanker  
[chris\\_swanker@glic.com](mailto:chris_swanker@glic.com)

Gretchen Kinder  
[gkinder@glic.com](mailto:gkinder@glic.com)

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### National Medical Services, Inc. (NMS Labs)

Progress

Event Not Viewed

Pierre Cassigneul  
[nms@nmslabs.com](mailto:nms@nmslabs.com)

---

### Niche Academy LLC

Progress

Event Not Viewed

Jeremy Wilson  
[jeremy@nicheacademy.com](mailto:jeremy@nicheacademy.com)

---

### Training and Development Network, LLC (Training and Development Network)

Progress

Event Not Viewed

Melissa Walker  
[mwalker@tadnetwork.com](mailto:mwalker@tadnetwork.com)

---

### PayFlex

Progress

Event Not Viewed

Donald Anderson  
[www.pfx-quote@payflex.com](http://www.pfx-quote@payflex.com)  
Jill Klemyk  
[klemykje@aetna.com](mailto:klemykje@aetna.com)

Laura Weidert  
[weidertl@aetna.com](mailto:weidertl@aetna.com)  
Donald Anderson  
[AndersonD5@AETNA.com](mailto:AndersonD5@AETNA.com)

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### SARGENTS TRANSCRIPTION SERVICE INC

Progress

Event Not Viewed

Sara Sargent  
[mkocsis@sargents.com](mailto:mkocsis@sargents.com)

---

### Credentia Nurse Aide LLC

Progress

Event Not Viewed

Helen Anderson  
[handerson@getcredentia.com](mailto:handerson@getcredentia.com)

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### Arthur J. Gallagher & Co.

Progress

Event Not Viewed

Dutch Ross  
[dutch\\_ross@ajg.com](mailto:dutch_ross@ajg.com)

---

### Innovative Claims Strategies LLC

Progress

Event Not Viewed

Carlos Navarro  
[cnavarro@icstrategies.com](mailto:cnavarro@icstrategies.com)

---

### Correct Rx Pharmacy Services, Inc.

Progress

Event Not Viewed

Rachael Campbell  
[rcampbell@correctrxpharmacy.com](mailto:rcampbell@correctrxpharmacy.com)

David Kuper  
[dkuper@correctrxpharmacy.com](mailto:dkuper@correctrxpharmacy.com)

---

### Qualis Group LLC

Progress Event Not Viewed

Shane Sunday  
[ssunday@qualisllc.com](mailto:ssunday@qualisllc.com)

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### The Learning Lamp, Inc.

Progress Event Not Viewed

Leah Spangler  
[lspangler@thelearninglamp.org](mailto:lspangler@thelearninglamp.org)

---

### System Stream, LLC

Progress Event Not Viewed

Lamar Love  
[LLove@SystemStreamLLC.com](mailto:LLove@SystemStreamLLC.com)

---

### CRAWFORD COACHING AND CONSULTING (Crawford Coaching and Consulting International)

Progress Event Not Viewed

Ruth Crawford Fisher  
[CRAWFORDCOACHINGINTERNATIONAL@YAHOO.COM](mailto:CRAWFORDCOACHINGINTERNATIONAL@YAHOO.COM)

---

### SC Consulting, LLP

Progress Event Not Viewed

Suzanne Curran  
[suecurran@scconsultingllp.com](mailto:suecurran@scconsultingllp.com)

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### PULSAR ADVERTISING INC

Progress Event Not Viewed

Jim Wright  
[Jwright@pulsaradvertising.com](mailto:Jwright@pulsaradvertising.com)

---

### AmeriHealth Casualty Services

Progress Event Not Viewed

Melissa Spurlock  
[melissa.spurlock@ahcasualty.com](mailto:melissa.spurlock@ahcasualty.com)

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### RIO, INC. (RIO3 Consulting)

Progress Event Not Viewed

Johnny Fultz  
[johnny@rio3consulting.com](mailto:johnny@rio3consulting.com)

---

### Apogee Environmental and Archaeological, Inc. (Apogee, Inc.)

Progress Event Not Viewed

Joel Beverly  
[joel@apogee-environmental.com](mailto:joel@apogee-environmental.com)

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### Mcephraim LLC

Progress Intention Not Declared

olayinka obisesan  
[oobisesan@mcephraimllc.com](mailto:oobisesan@mcephraimllc.com)

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**Bucher + Christian Consulting, Inc. D/B/A BCforward (BCforward)**

Progress Event Not Viewed

Todd Tolson  
[Todd.Tolson@BCforward.com](mailto:Todd.Tolson@BCforward.com)

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**Deltek**

Progress Response In Progress

Source Management  
[sourcemanagement@deltek.com](mailto:sourcemanagement@deltek.com)

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**Riggs, Counselman, Micheals & Downes, Inc. (RCM&D)**

Progress Event Not Viewed

Shaun Donahue  
[sdonahue@rcmd.com](mailto:sdonahue@rcmd.com)

Dave Haney  
[ghaney@rcmd.com](mailto:ghaney@rcmd.com)

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**Inciter**

Progress Event Not Viewed

Taj Carson  
[taj@inciter.io](mailto:taj@inciter.io)

---

**Harrison Ventures, LLC (samstaff)**

Progress Event Not Viewed

Amy Simpson  
[amt@samstaff.com](mailto:amt@samstaff.com)

SAM! Farrell  
[sam@samstaff.com](mailto:sam@samstaff.com)

---

**Enviro 21, LLC**

Progress Event Not Viewed

John Purcell  
[info@enviro21.com](mailto:info@enviro21.com)

---

**UNIQUELY PARTICULAR LLC (Particular. and ParticularlyU)**

Progress Event Not Viewed

Thomas Sherman  
[thomas@uniquelyparticular.com](mailto:thomas@uniquelyparticular.com)

Adam Grohs  
[adam@uniquelyparticular.com](mailto:adam@uniquelyparticular.com)

---

**Trac Solutions (Nienhouse Media dba TRAC Solutions)**

Progress Event Not Viewed

Ed Brennen  
[ed@tracmonitor.com](mailto:ed@tracmonitor.com)

Robert Nienhouse  
[rn@tracmonitor.com](mailto:rn@tracmonitor.com)

---

**Woods Services, Inc.**

Progress Event Not Viewed

Elizabeth Hayden  
[lhayden@woods.org](mailto:lhayden@woods.org)

---

**Peterson's, LLC**

Progress Event Not Viewed

Petersons Customer Service

[custsvc@petersons.com](mailto:custsvc@petersons.com)

---

**3-D Creative Services Inc**

Progress Event Not Viewed

Travis Best

[tbest@3dcs.us](mailto:tbest@3dcs.us)

---

**PrimeCare Medical, Inc. (PrimeCare Medical, Inc.)**

Progress Event Not Viewed

John Bowers

[jbowers@primecaremedical.com](mailto:jbowers@primecaremedical.com)

---

**Emerge Education LLC (Emerge Education, LLC)**

Progress No Bid

Lauren Holubec

[lholubec@emergeedu.com](mailto:lholubec@emergeedu.com)

---

**Davis Vision (Davis Vision)**

Progress Event Not Viewed

Dianne Roberson

[dianne.roberson@davisvision.com](mailto:dianne.roberson@davisvision.com)

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**Youth Advocate Programs, Inc.**

Progress Event Not Viewed

Carla Powell

[dev@yapinc.org](mailto:dev@yapinc.org)

---

**Redan, LLC**

Progress Event Not Viewed

Gregory Daniel

[gdaniel@redanllc.com](mailto:gdaniel@redanllc.com)

---

**PUMP SYSTEMS MATTER INC (PUMP SYSTEMS MATTER INC)**

Progress Event Not Viewed

Laura DiPrimo

[ldiprimo@pumps.org](mailto:ldiprimo@pumps.org)

---

**THE SEGAL COMPANY (EASTERN STATES) INC (Sibson Consulting)**

Progress Event Not Viewed

Herbert Afful

[hafful@segalco.com](mailto:hafful@segalco.com)

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**FINANCIAL INTEGRITY RESOURCES**

Progress Event Not Viewed

Philip Harris

[jeanette@firmadvisor.com](mailto:jeanette@firmadvisor.com)

---

**SARONI CONSULTING LLC (saroni consulting)**

Progress Event Not Viewed

Christie Lietz  
[Christie@SaroniConsulting.com](mailto:Christie@SaroniConsulting.com)  
dominic saroni  
[dominic@saroniconsulting.com](mailto:dominic@saroniconsulting.com)

contract ing  
[contracting@saroniconsulting.com](mailto:contracting@saroniconsulting.com)

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**School Readiness Consulting, LLC**

Progress Event Not Viewed

[WEISS@SCHOOLREADINESSCONSULTING.COM](mailto:WEISS@SCHOOLREADINESSCONSULTING.COM)

Lindsey Allard Agnamba  
[allard@schoolreadinessconsulting.com](mailto:allard@schoolreadinessconsulting.com)

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**Forum Consulting Services DBA The Forum Group (Forum Consulting Services DBA The Forum Group)**

Progress Event Not Viewed

frank vignieri  
[fvignieri@forumgrp.com](mailto:fvignieri@forumgrp.com)

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**JMCO Development LLC (JMCO Consulting LLC)**

Progress Event Not Viewed

Monique Gibson  
[support@jmcoconsulting.com](mailto:support@jmcoconsulting.com)

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**UNDERCOVER TRAINING LLC (Undercover Training LLC)**

Progress Event Not Viewed

Charlie Fuller  
[charlie@charliefuller.us](mailto:charlie@charliefuller.us)

[CHARLIE@UNDERCOVERTRAINING.COM](mailto:CHARLIE@UNDERCOVERTRAINING.COM)

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**HealthCare Resolution Services, Inc. (HCRS, Inc.)**

Progress Event Not Viewed

Brenda Doles  
[bdoles@hcrs-inc.com](mailto:bdoles@hcrs-inc.com)

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**Navia Benefit Solutions, Inc.**

Progress Event Not Viewed

Darab Sarbandi  
[dsarbandi@naviabenefits.com](mailto:dsarbandi@naviabenefits.com)

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**UniqueSource Products and Services (UniqueSource)**

Progress Event Not Viewed

Susan Miduri  
[smiduri@uniquesource.com](mailto:smiduri@uniquesource.com)

Stephen Stasko  
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**INNOVATIVE ADVISORY FIRM**

Progress Event Not Viewed

[BDUNAMS@INNOVATIVEADVISORYFIRM.COM](mailto:BDUNAMS@INNOVATIVEADVISORYFIRM.COM)

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**American Engineers Group, LLC**

Progress Intention Not Declared

Dana Wodarczyk  
[ddashiell@aegroup-llc.com](mailto:ddashiell@aegroup-llc.com)

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**ELLESOR INC**

Progress Event Not Viewed

Dr BL Roselle

[b.l.roselle@ellesorinc.com](mailto:b.l.roselle@ellesorinc.com)

[B.L.ROSELLE@ELLESORINC.COM](mailto:B.L.ROSELLE@ELLESORINC.COM)

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### Debbie's Staffing Services Inc (Debbie's Staffing)

Progress Event Not Viewed

Leonora Marin

[lmarin@debbiesstaffing.com](mailto:lmarin@debbiesstaffing.com)

---

### BEHAVIORAL HEALTH INDUSTRY NEWS INC (OPEN MINDS)

Progress Event Not Viewed

[ckemper@openminds.com](mailto:ckemper@openminds.com)

Monica Oss

[monicaoss@openminds.com](mailto:monicaoss@openminds.com)

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### Woodfield Financial Services LLC

Progress Event Not Viewed

Kristen Fuelle

[kafuelle@verizon.net](mailto:kafuelle@verizon.net)

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### Salus Veritas, LLC (Salus Veritas, LLC)

Progress Event Not Viewed

[JOLENE.BRESSI@SALUSVERITAS.COM](mailto:JOLENE.BRESSI@SALUSVERITAS.COM)

Genevieve Regal

[genevieve.regal@salusveritas.com](mailto:genevieve.regal@salusveritas.com)

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### Public Health Management Corp

Progress Event Not Viewed

Stephanie Shell

[sshell@phmc.org](mailto:sshell@phmc.org)

---

### Jayne Miller (Mental Health Educator)

Progress Event Not Viewed

Jayne Miller

[jaymills6396504@gmail.com](mailto:jaymills6396504@gmail.com)

---

### Go Phleb, LLC

Progress Event Not Viewed

Phoenix Moore

[pmoore@gophleb.com](mailto:pmoore@gophleb.com)

---

### JTY Inc (John Yurconic Agency)

Progress Event Not Viewed

John Yurconic

[jtyurconic@yurconic.com](mailto:jtyurconic@yurconic.com)

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### Cell Staff, llc

Progress Event Not Viewed

Grant Hargis

[BIDS@CELLSTAFF.COM](mailto:BIDS@CELLSTAFF.COM)

---

### Locumtenens.com (LocumTenens.com, LLC)

Progress Event Not Viewed

Janet Ridling

[jridling@locumtenens.com](mailto:jridling@locumtenens.com)

---

### **JUZSOLUTIONS LLC (JuzSolutions LLC)**

Progress                      Event Not Viewed

Dane Donaldson

[dane@juzsolutions.com](mailto:dane@juzsolutions.com)

---

### **PROSPHIRE LLC**

Progress                      Event Not Viewed

Lauren Miladinovich

[lmiladinovich@prospshire.com](mailto:lmiladinovich@prospshire.com)

Christopher Miladinovich

[CMILADINOVICH@PROSPHIRE.COM](mailto:CMILADINOVICH@PROSPHIRE.COM)

---

### **DME Consulting International Inc. (DBA Curium Solutions) (Curium Solutions)**

Progress                      Event Not Viewed

Daniel Entwistle

[danielentwistle@curiumsolutions.com](mailto:danielentwistle@curiumsolutions.com)

---

### **Manage Direct Systems Environmental LLC (Manage Direct Systems Environmental LLC)**

Progress                      Event Not Viewed

THEODORE BUSCH

[environmental@managedirectsystems.com](mailto:environmental@managedirectsystems.com)

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### **Images of America, Inc.**

Progress                      Event Not Viewed

Kara Linker

[kara@ioa-hcf.com](mailto:kara@ioa-hcf.com)

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### **NIC Services, LLC**

Progress                      Intention Not Declared

Elizabeth Proudfit

[eproudfit@egov.com](mailto:eproudfit@egov.com)

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[shaunte.johnson@nicusa.com](mailto:shaunte.johnson@nicusa.com)

Kevin Allen

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Lenora Berg

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---

### **National Consulting Partners**

Progress                      Event Not Viewed

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Brian Biggs

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### **Solix Inc.**

Progress                      Event Not Viewed

Julie Krezel

[julie.krezel@solixinc.com](mailto:julie.krezel@solixinc.com)

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### **Temper and Grit, LLC**

Progress                      Event Not Viewed

Nicholas Volpe

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**(DUPLICATE) Data Recognition Corporation**

Progress Event Not Viewed

Susan Engeleiter

[proposals@datarecognitioncorp.com](mailto:proposals@datarecognitioncorp.com)

---

**TRISTAR Risk Enterprise Management, Inc. (TRISTAR)**

Progress Event Not Viewed

Karen Lesko

[karen.lesko@tristargroup.net](mailto:karen.lesko@tristargroup.net)

---

**Ideal Care Solutions, LLC (Ideal Care Solutions, LLC)**

Progress Event Not Viewed

Nikki Henck

[nhenck@idealcaresolutions.com](mailto:nhenck@idealcaresolutions.com)

---

**Prism Investigations LLC**

Progress Event Not Viewed

Tania Tong

[tania@prisminvestigate.com](mailto:tania@prisminvestigate.com)

---

**Nabors Coaching Group LLC**

Progress Event Not Viewed

Tricia Nabors

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Tricia Nabors

[tricia.nabors@gmail.com](mailto:tricia.nabors@gmail.com)

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**Manager Tools LLC (Manager Tools LLC)**

Progress Event Not Viewed

Maggie Hessel

[maggie@manager-tools.com](mailto:maggie@manager-tools.com)

---

**Connections 4 Success LLC**

Progress Event Not Viewed

Vanessa Dodds

[vanessa@connections4success.net](mailto:vanessa@connections4success.net)

---

**LAKSHLUTHER LLC**

Progress Event Not Viewed

Laksh Luther

[lluther@lakshluther.com](mailto:lluther@lakshluther.com)

Christie Lietz

[christie.lietz@lakshluther.com](mailto:christie.lietz@lakshluther.com)

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**Rose International Inc. (Rose International)**

Progress Event Not Viewed

Teri Elder

[state\\_locgov@roseit.com](mailto:state_locgov@roseit.com)

---

**Big Pine Consultants LLC (Big Pine Consultants LLC)**

Progress Event Not Viewed

Justin Johnston

[justin.johnston@bigpineconsultants.com](mailto:justin.johnston@bigpineconsultants.com)

---

**eRepublic, Inc.**

Progress Event Not Viewed



Fred McKee

[mlamoreaux@erepublic.com](mailto:mlamoreaux@erepublic.com)

---

**ExecuSearch Holdings LLC**

Progress Event Not Viewed

Sandra Huljev

[shuljev@execu-search.com](mailto:shuljev@execu-search.com)

---

**Pacer Staffing LLC**

Progress Event Not Viewed

Amrinder Romana

[diversity.supplier@pacerstaffing.com](mailto:diversity.supplier@pacerstaffing.com)

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**StaffDNA**

Progress Event Not Viewed

Stephen Gillem

[sgillem@staffdna.com](mailto:sgillem@staffdna.com)

---

**BI Incorporated**

Progress Event Not Viewed

Brian Liu

[bidsvcs@bi.com](mailto:bidsvcs@bi.com)

---

**NEPA Consulting LLC (NEPA Consulting LLC)**

Progress Event Not Viewed

Pamela Jo Dickinson

[cjdandpi@gmail.com](mailto:cjdandpi@gmail.com)

---

**Mystic Scenic Studios, Inc.**

Progress Event Not Viewed

Duncan Maio

[dmaio@mysticscenic.com](mailto:dmaio@mysticscenic.com)

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**Persevere**

Progress Event Not Viewed

Veronica Robbins

[vrobins@perseverenow.org](mailto:vrobins@perseverenow.org)

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**Akiva Technologies (Akiva Technologies)**

Progress Event Not Viewed

Christopher Canarelli

[ccanarelli@akiva.com](mailto:ccanarelli@akiva.com)

---

**Inclusive Prosperity Capital, Inc. (Inclusive Prosperity Capital)**

Progress Event Not Viewed

James McIntyre

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---

**Shindig Programs, Inc (Shindig Digital Programs)**

Progress Event Not Viewed

Larry Perkins

[shindiqcorp@gmail.com](mailto:shindiqcorp@gmail.com)

---

### **Vision Benefits of America**

Progress Event Not Viewed

Matthew Cuomo

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Jack Brown

[jbrown@vbaplans.com](mailto:jbrown@vbaplans.com)

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### **CORPORATION SERVICE COMPANY (CSC)**

Progress Event Not Viewed

Holly Kelter

[holly.kelter@cscglobal.com](mailto:holly.kelter@cscglobal.com)

---

### **Pasadena Medical Billing Associates, LLC. (Pasadena Medical Billing Associates)**

Progress Event Not Viewed

leora garcia

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### **Lancaster Works at Assets, LLC**

Progress Intend To Bid

Tyrone Miller

[Tyrone@lancaster.works](mailto:Tyrone@lancaster.works)

---

### **Liberty Healthcare Corporation**

Progress Event Not Viewed

Trish Piontek

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Chris Baglio

[chris.baglio@libertyhealth.com](mailto:chris.baglio@libertyhealth.com)

---

### **Emergency Educators LLC (Emergency Educators LLC)**

Progress Event Not Viewed

Michael Whalen

[emergencyedu@me.com](mailto:emergencyedu@me.com)

---

### **ARM Group LLC (ARM Group Inc.)**

Progress Event Not Viewed

Daniel Fellon

[dfellon@armgroup.net](mailto:dfellon@armgroup.net)

Jessica Ickes

[jickes@armgroup.net](mailto:jickes@armgroup.net)

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### **Health Care Business and Management Consulting**

Progress Event Not Viewed

Bernard Lynch

[btlynch429@gmail.com](mailto:btlynch429@gmail.com)

---

### **Hillendale Associates, Inc. (Hillendale)**

Progress Event Not Viewed

Nicole Bohn

[nbohn@usebsg.com](mailto:nbohn@usebsg.com)

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### **Benelogic, LLC (Benelogic™)**

Progress Event Not Viewed

Denise Lipinski  
[dlipinski@benelogic.com](mailto:dlipinski@benelogic.com)

---

### **OST, Inc. (Optimal Solutions and Technologies)**

Progress                      Event Not Viewed

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[darole@ostglobal.com](mailto:darole@ostglobal.com)  
Amit Sharma  
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Dinesh Singh  
[dsingh@ostglobal.com](mailto:dsingh@ostglobal.com)  
Gautam Shah  
[gshah@ostglobal.com](mailto:gshah@ostglobal.com)

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### **Siinc LLC (Siinc Agency)**

Progress                      Event Not Viewed

Jay Lotz  
[jay@siincagency.com](mailto:jay@siincagency.com)

Isabel Chattas  
[isabel@siincagency.com](mailto:isabel@siincagency.com)

---

### **InGenesis, Inc.**

Progress                      Intention Not Declared

Veronica Edwards  
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Veronica Edwards  
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### **Ubiquity Global Services, Inc**

Progress                      Event Not Viewed

Carlos Baltodano  
[carlos.baltodano@ubiquitygs.com](mailto:carlos.baltodano@ubiquitygs.com)

---

### **Tripwire Operations Group**

Progress                      Event Not Viewed

Art Gordon  
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---

### **Achieve Coaching and Consulting LLC**

Progress                      Event Not Viewed

Donovan Dale Fairclough  
[achievecc@msn.com](mailto:achievecc@msn.com)

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### **OPTAMO LLC (Optamo)**

Progress                      Event Not Viewed

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Tamas Terlaky  
[terlaky@optamo-llc.com](mailto:terlaky@optamo-llc.com)

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### **Keystone Deaf and Hard of Hearing Services**

Progress                      Event Not Viewed

Kandy Reyes  
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---

### **Edifecs, Inc.**

Progress                      Event Not Viewed

Sua Tan  
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**INTELLISYS SOLUTIONS GROUP**

Progress                      Event Not Viewed

William Gore

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**First Data Government Solutions, LP**

Progress                      Event Not Viewed

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Kevin Turner

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**IUP Research Institute (IUP Research Institute)**

Progress                      Event Not Viewed

Katie Santelli

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---

**HOBBIE PROFESSIONAL STAFF MGMT INC (HealthSkil)**

Progress                      Event Not Viewed

Andy Hobbie

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---

**National Eye Care, Inc.**

Progress                      Event Not Viewed

Tyler Maxon

[tmaxon@nationaleyecare.com](mailto:tmaxon@nationaleyecare.com)

---

**Family Services of Montgomery County, PA (Family Services)**

Progress                      Event Not Viewed

Kelly Canally-Brown

[kbrown@fsmontco.org](mailto:kbrown@fsmontco.org)

---

**DIAMOND CONSULTING CORPORATION (DIAMOND CONSULTING)**

Progress                      Event Not Viewed

Gene Kuki

[g.kuki@icloud.com](mailto:g.kuki@icloud.com)

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**KERESTES MARTIN ASSOCIATES INC (KMA Design)**

Progress                      Event Not Viewed

Michael Martin

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**HOME CARE ADVANTAGE INC (HCA Staffing)**

Progress                      Intention Not Declared

Michael Gehosky

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Larry Manners

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**Educational Testing Service**

Progress                      Event Not Viewed

Shanrika Kirksey

[rfprequests@ets.org](mailto:rfprequests@ets.org)

---

## **CAREER WARDROBE (The Career Wardrobe)**

Progress Intention Not Declared

Sheri Cole

[Scole@careerwardrobe.org](mailto:Scole@careerwardrobe.org)

---

## **WellSpark Health, Inc. (WellSpark Health, Inc.)**

Progress Event Not Viewed

Joanie Herman

[jherman@wellsparkhealth.com](mailto:jherman@wellsparkhealth.com)

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## **DeafStone Services, Inc.**

Progress Event Not Viewed

Jessica Adams

[JAdams@DeafStone.org](mailto:JAdams@DeafStone.org)

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## **Kavika inc d/b/a Speedpro Imaging (Speedpro Imaging)**

Progress Event Not Viewed

Dave Higgins

[dhiggins@speedpro.com](mailto:dhiggins@speedpro.com)

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## **Wienken Advisors Ltd**

Progress Event Not Viewed

Christopher Lenz

[clenz@financialguide.com](mailto:clenz@financialguide.com)

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## **PEPPER ASSISTANTS INC**

Progress Event Not Viewed

Anne Parmer

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Anne Parmer

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## **Education Elements, Inc. (Education Elements, Inc.)**

Progress Event Not Viewed

Anthony Kim

[bizops@edelements.com](mailto:bizops@edelements.com)

---

## **ScanBox Document Management Services**

Progress Event Not Viewed

Justin Slavicek

[justin.slavicek@scanboxdocs.com](mailto:justin.slavicek@scanboxdocs.com)

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## **Tyler Consulting and Associates (Tyler Consulting and Associates, LLC)**

Progress Event Not Viewed

Juane Tyler

[juane@tylerconsultingandassoc.com](mailto:juane@tylerconsultingandassoc.com)

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## **Amplify Education, Inc.**

Progress Event Not Viewed

Natasha Lisle

[bids@amplify.com](mailto:bids@amplify.com)

---

## **Timothy A. Sprowls (CISM Instructor)**

Progress Event Not Viewed

Timothy Sprowls  
[tim.sprowls@comcast.net](mailto:tim.sprowls@comcast.net)

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**Phoenix Services LLC**

Progress Event Not Viewed

Disera Wyatt  
[dwyatt@phoenixsvcs.com](mailto:dwyatt@phoenixsvcs.com)

---

**Fellowship Health Resources, Inc.**

Progress Event Not Viewed

Debra Paul  
[DPaul@fhr.net](mailto:DPaul@fhr.net)

---

**AtelierFAS LLC. (Atelier Art Storage LLC)**

Progress Event Not Viewed

Derek Jones  
[Derek@Atelierfas.com](mailto:Derek@Atelierfas.com)

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**JOHNSON MIRMIRAN AND THOMPSON (JMT)**

Progress Event Not Viewed

William Smith  
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Lauren Herman  
[lherman@jmt.com](mailto:lherman@jmt.com)

---

**Workspend, Inc.**

Progress Event Not Viewed

Srini Palnaty  
[srini@workspend.com](mailto:srini@workspend.com)

NITI KOCHHAR  
[sales@workspend.com](mailto:sales@workspend.com)

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**Protiviti Government Services (Robert Half Government)**

Progress Event Not Viewed

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[john.owen@roberthalfgovernment.com](mailto:john.owen@roberthalfgovernment.com)

Lee Michaels  
[lee.michaels@roberthalf.com](mailto:lee.michaels@roberthalf.com)

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**Alliance for Nonprofit Resources, Inc. (Alliance for Nonprofit Resources)**

Progress Intention Not Declared

Roxann Tyger  
[rtyger@anrinfo.org](mailto:rtyger@anrinfo.org)

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**MICHAEL A LEWIS (Winning Interdiction)**

Progress Event Not Viewed

Michael Lewis  
[mikelewis@wicomicocounty.org](mailto:mikelewis@wicomicocounty.org)

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**Scott W Stepp (Stepps Restoration Shop)**

Progress Event Not Viewed

Scott Stepp  
[stepps99@ptd.net](mailto:stepps99@ptd.net)

---

**EZ Consulting Group, LLC**

Progress Event Not Viewed

E.Charles Ezuma-Ngwu

[ezuma@ezcgroup.com](mailto:ezuma@ezcgroup.com)

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**SKYLINE COMMUNICATIONS INC (Skyline Communications, Inc)**

Progress Event Not Viewed

Shannon Walters

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George Walters

[george@addsat.com](mailto:george@addsat.com)

---

**John Milner Architects Inc**

Progress Event Not Viewed

Christopher Miller

[cmiller@johnmilnerarch.com](mailto:cmiller@johnmilnerarch.com)

[cbroderick@johnmilnerarch.com](mailto:cbroderick@johnmilnerarch.com)

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**ProFirst Training (ProFirst Training)**

Progress Event Not Viewed

John Pallas

[JPallas@ProFirstTraining.com](mailto:JPallas@ProFirstTraining.com)

---

**Bruce Siegel (BL Promos)**

Progress Event Not Viewed

Bruce Siegel

[bruce.siegel@blpromos.com](mailto:bruce.siegel@blpromos.com)

---

**Mathematica Policy Research (Mathematica)**

Progress Intention Not Declared

Pamela Tapscott

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---

**NCS Pearson, Inc. (Pearson)**

Progress Event Not Viewed

Beverly Miller

[proposals@pearson.com](mailto:proposals@pearson.com)

---

**NextShift (Nextshift)**

Progress Event Not Viewed

Rob Tedesco

[rob@nextshift.com](mailto:rob@nextshift.com)

---

**Talantage, LLC**

Progress Event Not Viewed

Tasha Peck

[tasha@talantage.com](mailto:tasha@talantage.com)

---

**RI International (Recovery Opportunity Center)**

Progress Event Not Viewed

Terrence Smithers

[terrence.smithers@riinternational.com](mailto:terrence.smithers@riinternational.com)

---

**Medical Staffing Services Inc.**

Progress Event Not Viewed

Vicki Becker

[vicki@staffingtheuniverse.com](mailto:vicki@staffingtheuniverse.com)

---

### **Breathe Pennsylvania**

Progress Intention Not Declared

Rebecca Kishlock

[rkishlock@breathepa.org](mailto:rkishlock@breathepa.org)

---

### **John's Driving School & Auto Tags, Inc.**

Progress Event Not Viewed

Jason Fidishun

[jason@emailjfc.com](mailto:jason@emailjfc.com)

---

### **Velatura Public Benefit Corporation (Velatura Services LLC)**

Progress Event Not Viewed

Alexandra Hryciuk

[alexandra.hryciuk@velatura.org](mailto:alexandra.hryciuk@velatura.org)

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### **TRANSCEN INC**

Progress Event Not Viewed

Bonnie Miller

[bmiller@transcen.org](mailto:bmiller@transcen.org)

---

### **Handlon Business Resources LLC**

Progress Event Not Viewed

Sally Handlon

[SALLY@HBRLLC.COM](mailto:SALLY@HBRLLC.COM)

---

### **Bettermeant Health (Bettermeant Health)**

Progress Event Not Viewed

Ahmed Qureshi

[aqureshi@bettermeanthealth.com](mailto:aqureshi@bettermeanthealth.com)

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### **McREL International**

Progress Event Not Viewed

Nancy Taylor

[id@mcrel.org](mailto:id@mcrel.org)

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### **Krent Paffett Carney, Inc. (Experience Design)**

Progress Event Not Viewed

Ariel Hallgren

[ariel@kpcdesign.com](mailto:ariel@kpcdesign.com)

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### **Casenet, Ilc**

Progress Event Not Viewed

Priscilla Swain

[pswain@casenetllc.com](mailto:pswain@casenetllc.com)

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### **Sense Corp (Sense Corp)**

Progress Event Not Viewed



Stu Davis  
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Barbara Neyens  
[BNeyens@sensecorp.com](mailto:BNeyens@sensecorp.com)

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**The Markosky Engineering Group, Inc. (The Markosky Engineering Group, Inc.)**

Progress Event Not Viewed

Joyce V. Markosky  
[jmarkosky@markosky.com](mailto:jmarkosky@markosky.com)

---

**eTutorsZone LLC**

Progress Event Not Viewed

satish kumar  
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---

**ELYTUS LTD**

Progress Event Not Viewed

Matthew Hollis  
[mhollis@elytus.com](mailto:mhollis@elytus.com)

---

**HealthCare Perspective, LLC**

Progress Event Not Viewed

Kris Vilamaa  
[kris@healthcareperspective.com](mailto:kris@healthcareperspective.com)

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**Center for Independent Living of Central Pennsylv**

Progress Intention Not Declared

Janetta Green  
[jgreen@cilcp.org](mailto:jgreen@cilcp.org)

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**Pennsylvania Elks Major Projects, Inc. (Pa Elks Home Service Program)**

Progress Event Not Viewed

Ricki Hood  
[rhood@paelkshomeservice.org](mailto:rhood@paelkshomeservice.org)

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**MILLIMAN INC (Milliman)**

Progress Event Not Viewed

william vogan  
[bill.vogan@milliman.com](mailto:bill.vogan@milliman.com)

Katherine Warren  
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---

**Unlimited Opportunities Promotional & Marketing Solutions, LLC**

Progress Event Not Viewed

Debra Scott  
[debra@unlimitedopportunitiespromo.com](mailto:debra@unlimitedopportunitiespromo.com)

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**Carl K. Croft (Carl K Croft)**

Progress Event Not Viewed

Carl K Croft  
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---

**BMF Gov Con, LLC (BMF GOV CON)**

Progress Event Not Viewed

Glenn Felgoise  
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---

### **PRORANK BUSINESS SOLUTIONS LLC**

Progress Event Not Viewed

Kyron Robinson  
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Wade West  
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---

### **Alcohol Monitoring Systems, Inc.**

Progress Event Not Viewed

Gail Thalheimer  
[rfp@alcoholmonitoring.com](mailto:rfp@alcoholmonitoring.com)

---

### **Color Health, Inc.**

Progress Event Not Viewed

Robert Penfold  
[robert.penfold@color.com](mailto:robert.penfold@color.com)

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### **Magellan Rx Management**

Progress Event Not Viewed

Eliza Mathias  
[pharmacysales@magellanhealth.com](mailto:pharmacysales@magellanhealth.com)

---

### **Row Psychiatric Services, LLC**

Progress Submitted

Total Bid 0.00

Rosemary Fordjour  
[rowpsychiatricservices@gmail.com](mailto:rowpsychiatricservices@gmail.com)

---

### **Emergency Public Safety Communications Consultants, Inc (EPSCC)**

Progress Event Not Viewed

Glenn Roach  
[glenn@9-1-1consultant.com](mailto:glenn@9-1-1consultant.com)

---

### **UNIV OF NORTH CAROLINA**

Progress Event Not Viewed

Dawn DiLello  
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### **THE PENNSYLVANIA CHAPTER OF THE (PAAAP)**

Progress Event Not Viewed

Suzanne Yunghans  
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---

### **RxBridge, LLC**

Progress Event Not Viewed

Ron Carter  
[rcarter@rxbridge.com](mailto:rcarter@rxbridge.com)

---

### **United Training Commercial LLC (United Training Commercial LLC)**

Progress Event Not Viewed

Mary Esser

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---

### The Jewish Healthcare Foundation of Pittsburgh

Progress Event Not Viewed

Karen Feinstein

[feinstein@jhf.org](mailto:feinstein@jhf.org)

---

### Shiftwise Inc

Progress Event Not Viewed

Tara Petty

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Juliet Smith

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### Valley Youth House Committee, Inc.

Progress Event Not Viewed

Thomas Brown

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---

### Vinroza, LLC

Progress Intention Not Declared

Nakita Brown

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---

### General Healthcare Resources, LLC

Progress Event Not Viewed

Debbie Anderson

[contracts@ghresources.com](mailto:contracts@ghresources.com)

---

### Geisinger Health Plan (Geisinger Health Plan)

Progress Event Not Viewed

Mary Mastrandrea

[mmastrandrea@thehealthplan.com](mailto:mmastrandrea@thehealthplan.com)

---

### Research Foundation of SUNY (The Research Foundation for The State University of New York)

Progress Event Not Viewed

Mark Bodner

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Deborah O'Connor

[RFdeposits@rfsuny.org](mailto:RFdeposits@rfsuny.org)

---

### WORCESTER EISENBRANDT INC

Progress Event Not Viewed

Debora Rodrigues

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---

### HAPCO International LLC (HAPCO)

Progress Event Not Viewed

Henry Perretta

[haperretta@gmail.com](mailto:haperretta@gmail.com)

---

## **New Age Financial Consulting, LLC**

Progress Event Not Viewed

David Matthews

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---

## **COMTECH GLOBAL INC**

Progress Event Not Viewed

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Sean Tener

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## **CareStar**

Progress Intention Not Declared

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## **WJOB Consulting Services LLC**

Progress Event Not Viewed

Tracy Anderson

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William O'Byrne

[william.obyrne@wjobllc.com](mailto:william.obyrne@wjobllc.com)

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## **DALS Credit Solutions Co.**

Progress Event Not Viewed

Lynette Stevenson

[LS@DALSCREDSOLUTIONS.COM](mailto:LS@DALSCREDSOLUTIONS.COM)

---

## **SJB Capital Group LLC (Back to Basics Learning Dynamics)**

Progress Event Not Viewed

Scott Bennett

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Juli Bennett

[juli@backtobasicslearning.com](mailto:juli@backtobasicslearning.com)

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## **Certified HR Experts, LLC**

Progress Event Not Viewed

Juliet Jones

[jjones@certifiedhrexpert.com](mailto:jjones@certifiedhrexpert.com)

---

## **VIDEO VISIONS INC**

Progress Event Not Viewed

Mary Ellen Milanese-DiStasio

[accounting@video-visions.com](mailto:accounting@video-visions.com)

---

## **Jaykay Medical Staffing**

Progress Event Not Viewed

Nancy Malika

[nmalika@jaykaymedicalstaffing.com](mailto:nmalika@jaykaymedicalstaffing.com)

Michelle McCarty

[mmccarty@jaykaymedicalstaffing.com](mailto:mmccarty@jaykaymedicalstaffing.com)

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## **Navigant Consulting, Inc.**

Progress Event Not Viewed

Susan Melidosian

[susan.melidosian@guidehouse.com](mailto:susan.melidosian@guidehouse.com)

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## **EIDOS Technologies, LLC**

Progress

Event Not Viewed

Helleni Moon

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Olga Cassada

[olga.cassada@eidos-tek.com](mailto:olga.cassada@eidos-tek.com)

---

### **MICHAEL BAKER INTERNATIONAL INC (Michael Baker Intl)**

Progress

Event Not Viewed

Martin Fuess

[Mfuess@mbakerintl.com](mailto:Mfuess@mbakerintl.com)

Janelle Winey

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Michael Lincheck

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Terri Vojnovich

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Steven Barber

[Steven.Barber@mbakerintl.com](mailto:Steven.Barber@mbakerintl.com)

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### **Keen Independent Research LLC (use this one)**

Progress

Event Not Viewed

Alex Keen

[alexkeen@keenindependent.com](mailto:alexkeen@keenindependent.com)

---

### **READING READING BOOKS LLC (RR Books)**

Progress

Event Not Viewed

Matthew Bonnell

[service@rrbooks.com](mailto:service@rrbooks.com)

---

### **Outreach Song And Dance, Inc (Teen Angel Project)**

Progress

Event Not Viewed

Dan Blitz

[dan@teenangelproject.org](mailto:dan@teenangelproject.org)

---

### **Total Administrative Services Corporation (TASC)**

Progress

Event Not Viewed

Derrick Daniel

[derrick.daniel@tasconline.com](mailto:derrick.daniel@tasconline.com)

---

### **The Paradigm Group Inc. (PARADIGM GROUP, INC. THE)**

Progress

Event Not Viewed

Angela Fielder

[info@paradigm-grp.org](mailto:info@paradigm-grp.org)

---

### **UC Alternative, Inc. (UC Alternative, Inc)**

Progress

No Bid

Lorri Kissell

[Lorrikissell@ucalternative.com](mailto:Lorrikissell@ucalternative.com)

John Doran

[john.doran@ucalternative.com](mailto:john.doran@ucalternative.com)

---

### **Heritage Consulting Inc. (Heritage Consulting Inc.)**

Progress

Event Not Viewed

Donna Ann Harris  
[donna@heritageconsultinginc.com](mailto:donna@heritageconsultinginc.com)

---

**Doors To Success, Inc.**

Progress Event Not Viewed

Diane Smothers  
[doorstosuccess@comcast.net](mailto:doorstosuccess@comcast.net)

---

**Donia LLC**

Progress Event Not Viewed

Donia Piersaint  
[dp@doniaa.com](mailto:dp@doniaa.com)

---

**Pennsylvania Association of Agriculture Educators (PAAE) (PAAE)**

Progress Event Not Viewed

Michael Brammer  
[mbrammer@paffa.org](mailto:mbrammer@paffa.org)

---

**Industrial/Organizational Solutions, Inc. (I/O Solutions, Inc.)**

Progress Event Not Viewed

Meghan Radziewicz  
[proposals@iosolutions.com](mailto:proposals@iosolutions.com)

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**MEDITERRANEAN WELLNESS, LLC (MEDITERRANEAN WELLNESS, LLC)**

Progress Event Not Viewed

Laura Todd  
[laura.todd@mymedwellness.com](mailto:laura.todd@mymedwellness.com)

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**papublicsupplier1**

Progress Intention Not Declared

PA Public Supplier 1  
[papublicsupplier1@gmail.com](mailto:papublicsupplier1@gmail.com)

---

**Rybinski Engineering, LLC (Rybinski Engineering)**

Progress Event Not Viewed

Holly Rybinski  
[holly.rybinski@rybinski.com](mailto:holly.rybinski@rybinski.com)

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**Leverage Economic Solutions, LLC**

Progress Event Not Viewed

Mersadies Bonilla  
[Procurement@leveragees.com](mailto:Procurement@leveragees.com)

---

**Matrix Healthcare Services, Inc.**

Progress Event Not Viewed

Christina Callison  
[ccallison@mymatrixx.com](mailto:ccallison@mymatrixx.com)

---

**P & P Enterprises Inc. (Appalachian Harley-Davidson)**

Progress Event Not Viewed

Bryan Perry  
[bperry@appalachianhd.com](mailto:bperry@appalachianhd.com)

---

**Heudia Health LLC**

Progress Event Not Viewed

edward connors  
[edconnors@heudia.com](mailto:edconnors@heudia.com)

---

**Cognizant Technology**

Progress Event Not Viewed

Alex Solomon  
[alex.solomon@cognizant.com](mailto:alex.solomon@cognizant.com)

---

**NV5, Inc.**

Progress Event Not Viewed

Mark Seifried  
[mark.seifried@nv5.com](mailto:mark.seifried@nv5.com)

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**Valley National Security Service, LLC**

Progress Event Not Viewed

Mark Giovanelli  
[markg@myvalleynational.com](mailto:markg@myvalleynational.com)

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**Planet Cellular Inc (Planet Cellular Inc)**

Progress Event Not Viewed

Chris Lynn  
[clynn@planetcellinc.com](mailto:clynn@planetcellinc.com)

---

**New House Credit Repair LLC (New House Credit Repair LLC)**

Progress Event Not Viewed

Latakey Doss  
[info@newhousecreditrepair.com](mailto:info@newhousecreditrepair.com)

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**VICTORIA E LAHEY (Training)**

Progress Event Not Viewed

Victoria Lahey  
[vittorial@earthlink.net](mailto:vittorial@earthlink.net)

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**BENISTAR ADMIN SERVICES INC (Benistar or BASI)**

Progress Event Not Viewed

Matt Westcott  
[MWESTCOTT@BENISTAR.COM](mailto:MWESTCOTT@BENISTAR.COM)

Don Trudeau  
[dtrudeau@benistar.com](mailto:dtrudeau@benistar.com)

---

**Prometric LLC**

Progress Event Not Viewed

Alice Russell  
[alice.russell@prometric.com](mailto:alice.russell@prometric.com)

Henry Castle  
[bidnotify18@prometric.com](mailto:bidnotify18@prometric.com)

---

**Gail Burwell-Day (Fit & Fabulous, LLC)**

Progress Event Not Viewed

Gail Burwell-Day  
[gailday@verizon.net](mailto:gailday@verizon.net)

---

**MHM Correctional Services, Inc.**

Progress Event Not Viewed

Katy Stofko  
[kstofko@mhm-services.com](mailto:kstofko@mhm-services.com)

---

**Cee Jay Frederick Associates, inc. (Cee Jay Frederick Associates)**

Progress Event Not Viewed

Cee Jay Frederick  
[ceejay@cjfa.com](mailto:ceejay@cjfa.com)

---

**HealthCare Strategies, Inc.**

Progress Event Not Viewed

Keenan Hall  
[keenan.hall@hcare.net](mailto:keenan.hall@hcare.net)

---

**DASHER SERVICES INC**

Progress Event Not Viewed

Rosanna Zettlemoyer  
[Rosanna.Zettlemoyer@DasherInc.com](mailto:Rosanna.Zettlemoyer@DasherInc.com)  
Tracey Glenn  
[Tracey.Glenn@DasherInc.com](mailto:Tracey.Glenn@DasherInc.com)

Sharon Ryan  
[Tammy.Pappariella@DasherInc.com](mailto:Tammy.Pappariella@DasherInc.com)

---

**Motorcycle Safety Academy (Motorcycle Safety Academy)**

Progress Event Not Viewed

Selene Gorrell  
[mail@motorcyclesafetyacademy.com](mailto:mail@motorcyclesafetyacademy.com)

---

**WSP USA Inc.**

Progress Event Not Viewed

Judith Andersen  
[judith.andersen@wsp.com](mailto:judith.andersen@wsp.com)

David Lowdermilk  
[david.lowdermilk@wsp.com](mailto:david.lowdermilk@wsp.com)

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**Griffin & Strong, P.C.**

Progress Event Not Viewed

Susan Johnson  
[susan@gspclaw.com](mailto:susan@gspclaw.com)

---

**Innovation Horizons, LLC (Innovation Horizons)**

Progress Event Not Viewed

Jamie Elliott  
[jamie.elliott@innovationhorizons.net](mailto:jamie.elliott@innovationhorizons.net)

---

**Moody's Analytics, Inc. (Moody's Analytics, Inc.)**

Progress Event Not Viewed

Jason Ascher  
[jason.ascher@Moodys.com](mailto:jason.ascher@Moodys.com)

---

**Patricia Watson and Associates (Patricia Watson and Associates)**



Progress Event Not Viewed

Patricia Watson  
[patricia.j.watson@dartmouth.edu](mailto:patricia.j.watson@dartmouth.edu)

---

### Step Up Services LLC (Independent LLC)

Progress Event Not Viewed

Heather Snyder  
[hklein72@gmail.com](mailto:hklein72@gmail.com)

---

### HIGHER INFORMATION GROUP LLC

Progress Event Not Viewed

Harry Warren  
[hwarren@higherinfogorup.com](mailto:hwarren@higherinfogorup.com)

[mcox@higherinfogroup.com](mailto:mcox@higherinfogroup.com)

Robert Bonitz  
[rbonitz@higherinfogroup.com](mailto:rbonitz@higherinfogroup.com)

Michael Glaser  
[mglaser@higherinfogroup.com](mailto:mglaser@higherinfogroup.com)

---

### One Source Consulting, LLC

Progress Event Not Viewed

Tammie Garner  
[tgarner@onesourcesbc.com](mailto:tgarner@onesourcesbc.com)

---

### ACT

Progress Event Not Viewed

Anne Johnson  
[proposals@act.org](mailto:proposals@act.org)

---

### Purple Hat LLC (ImmersiveXR)

Progress Event Not Viewed

Adam Twersky  
[adam@immersivexr.com](mailto:adam@immersivexr.com)

---

### Think Systems Inc

Progress Event Not Viewed

Bryan Wolbert  
[Bwolbert@thinksi.com](mailto:Bwolbert@thinksi.com)

Lori Allen  
[lallen@thinksi.com](mailto:lallen@thinksi.com)

---

### Public Consulting Group LLC

Progress Intention Not Declared

Lisbeth Bell  
[bids@pcqus.com](mailto:bids@pcqus.com)

---

### Carlton Anne Cook Walker, Attorney at Law

Progress Event Not Viewed

Carlton Anne Cook-Walker  
[attorneywalker@gmail.com](mailto:attorneywalker@gmail.com)

---

### Unite USA Inc. (Unite Us)

Progress Event Not Viewed

Meredith Good-Cohn  
[meredith.good-cohn@uniteus.com](mailto:meredith.good-cohn@uniteus.com)

---

## **MoxieIT Solutions Inc**

Progress Event Not Viewed

Krishna Lam

[shwaty@moxieit.com](mailto:shwaty@moxieit.com)

---

## **Trinity Education Group, Inc.**

Progress Event Not Viewed

Hugh Norwood

[honorwood@tegttech.io](mailto:hnorwood@tegttech.io)

---

## **MCCORMICK TAYLOR INC**

Progress Event Not Viewed

Richard Shannon

[rcshannon@mccormicktaylor.com](mailto:rcshannon@mccormicktaylor.com)

---

## **CEI of America**

Progress Intention Not Declared

Thomas Quinn

[tom@ceihome.com](mailto:tom@ceihome.com)

---

## **MORGAN CONSTRUCTION MANAGEMENT LLC**

Progress Event Not Viewed

[admin@morgancml.com](mailto:admin@morgancml.com)

Angel Hackney

[Ahackney@morgancml.com](mailto:Ahackney@morgancml.com)

---

## **Goodwill of Southwestern PA (Goodwill of Southwestern PA)**

Progress Event Not Viewed

Suzanne Ratnavale

[Suzanne.Ratnavale@goodwillswpa.org](mailto:Suzanne.Ratnavale@goodwillswpa.org)

---

## **OPTIMO INFORMATION TECHNOLOGY LLC (OPTiMO)**

Progress Event Not Viewed

Angela Miguez

[amiguez@optimo-it.com](mailto:amiguez@optimo-it.com)

Michael Miguez

[contactus@optimo-it.com](mailto:contactus@optimo-it.com)

---

## **North America Procurement Council, Inc. PBC**

Progress Intention Not Declared

Eric Johnson

[sourcemanagement@napc.me](mailto:sourcemanagement@napc.me)

---

## **Banc of America Public Capital Corp**

Progress Event Not Viewed

Charles Maguire

[charles.maguire@bofa.com](mailto:charles.maguire@bofa.com)

---

## **15 Fingers LLC (FIFTEEN)**

Progress Event Not Viewed

Zachary Schneider

[zack@agency15.com](mailto:zack@agency15.com)

---

## **ONE ON 1 ACCOUNTING & CONSULTING**

Progress Event Not Viewed

Angela Huyghue  
[ayhuyghue@oneon1accounting.com](mailto:ayhuyghue@oneon1accounting.com)

---

**SMASH Foundation (SMASH Foundation)**

Progress Intention Not Declared

Marcia Mitchell  
[marcianmitchell40@gmail.com](mailto:marcianmitchell40@gmail.com)

Kim Britton  
[kmbritton65@yahoo.com](mailto:kmbritton65@yahoo.com)

---

**Secure Asset Management, Inc. (Sarvey Notary Service)**

Progress Event Not Viewed

James Sarvey  
[jsarvey@sarvey.com](mailto:jsarvey@sarvey.com)

---

**Tarheel Canine Training (Tarheel Canine)**

Progress Event Not Viewed

Amy Maxwell  
[admin@tarheelcanine.com](mailto:admin@tarheelcanine.com)

---

**Historic Preservation Services of Pittsburgh, PA LLC**

Progress Event Not Viewed

Charles Uhl  
[cuhl627@verizon.net](mailto:cuhl627@verizon.net)

---

**Clarke Executive Services Group LLC**

Progress Event Not Viewed

Jillian Maxwell  
[RFPAdmin@clarkeexecgroup.com](mailto:RFPAdmin@clarkeexecgroup.com)

---

**PACO CONSULTING INC**

Progress Event Not Viewed

Patti Ott  
[patti.ott@pacoconsulting.com](mailto:patti.ott@pacoconsulting.com)

---

**COMPUTER AID INC (CAI)**

Progress Event Not Viewed

Mark Fahnestock  
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Stephen Pacchioli  
[stephen.pacchioli@cai.io](mailto:stephen.pacchioli@cai.io)

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**Maximus US Services, Inc.**

Progress Intend To Bid

Anastasia Navarro  
[rfpinfo@maximus.com](mailto:rfpinfo@maximus.com)

---

**Paradigm Global Innovations, LLC (Paradigm Global Innovations, LLC)**

Progress Event Not Viewed

Rachael Afolabi  
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---

**Magellan Healthcare**

Progress Event Not Viewed

VP Sales

[bhsales@magellanhealth.com](mailto:bhsales@magellanhealth.com)

---

### **Global Empire, LLC**

Progress Event Not Viewed

Jacob Eletto

[jake@noorinc.com](mailto:jake@noorinc.com)

---

### **Morgan Stanley (Morgan Stanley)**

Progress Event Not Viewed

Charles Peck

[charles.s.peck@morganstanley.com](mailto:charles.s.peck@morganstanley.com)

---

### **Resultant**

Progress Event Not Viewed

randy rogan

[rrogan@resultant.com](mailto:rrogan@resultant.com)

Anne Gee

[agee@resultant.com](mailto:agee@resultant.com)

---

### **G.S. Woods Financial Solutions LLC**

Progress Event Not Viewed

Graeme Woods

[graeme@gswwealth.com](mailto:graeme@gswwealth.com)

---

### **McGuire 24/7 Mobile Notary (Jill McGuire)**

Progress Event Not Viewed

Sean McGuire

[mickeyg4200@gmail.com](mailto:mickeyg4200@gmail.com)

---

### **Prometric LLC**

Progress Event Not Viewed

Lisa Lamarr

[lisa.lamarr@prometric.com](mailto:lisa.lamarr@prometric.com)

---

### **Sisters and Brothers Keepers LLC (N/A)**

Progress Event Not Viewed

Regina Opiyo

[ropiyo@sistersandbrotherskeeper.com](mailto:ropiyo@sistersandbrotherskeeper.com)

---

### **Genesis Property Care Solutions LLC (Genesis Property Care Solutions LLC)**

Progress Event Not Viewed

Kamarah Pasley

[genesispropertycaresolution@gmail.com](mailto:genesispropertycaresolution@gmail.com)

---

### **Campbell Consultants Inc (Campbell Consultants Inc)**

Progress Event Not Viewed

Mark Campbell

[mark@campbellconsultants.net](mailto:mark@campbellconsultants.net)

---

### **CONTINUAL IMPACT LLC (Continual Impact LLC)**

Progress Event Not Viewed

Pam Vecellio  
[PAM.VECELLIO@CONTINUALIMPACT.COM](mailto:PAM.VECELLIO@CONTINUALIMPACT.COM)

Chris Bujak  
[chris.bujak@continualimpact.com](mailto:chris.bujak@continualimpact.com)

---

### Government, Law Enforcement, & Military Services (GLEMS)

Progress Event Not Viewed

Antonio Respass  
[antonio@glems.us](mailto:antonio@glems.us)

---

### Learning Tree International USA, Inc. (Learning Tree International)

Progress Event Not Viewed

Marthe Lewis  
[contracts@learningtree.com](mailto:contracts@learningtree.com)

Paul Hickman  
[Paul.Hickman@learningtree.com](mailto:Paul.Hickman@learningtree.com)

---

### Johns Hopkins University (IDEALS Institute, JHU School of Education)

Progress Event Not Viewed

Jon Farley  
[jfarley9@jh.edu](mailto:jfarley9@jh.edu)

---

### Primaris Holdings, Inc.

Progress Event Not Viewed

Carla Forero  
[cforero@primaris.org](mailto:cforero@primaris.org)

---

### Living For Tomorrow, Inc (Living for Tomorrow, Inc)

Progress Event Not Viewed

Dinlitha Banks  
[dinlitha.banks@living4tomorrowinc.org](mailto:dinlitha.banks@living4tomorrowinc.org)

---

### SAKINAH DAVIS (Especially For You, LLC)

Progress Event Not Viewed

Sakinah Davis  
[thesakinahsalon@gmail.com](mailto:thesakinahsalon@gmail.com)

---

### KABEYIA & KOMPANY, LLC (KABEYIA & KOMPANY, LLC)

Progress Event Not Viewed

KABEYIA JONES  
[kabeyiakompany@gmail.com](mailto:kabeyiakompany@gmail.com)

---

### L2O DIGITAL LLC

Progress Event Not Viewed

Nikki Lawrence  
[NIKKI.LAWRENCE@L2ODIGITAL.COM](mailto:NIKKI.LAWRENCE@L2ODIGITAL.COM)

---

### MSN CONSULTANCY INC. (MSN Consultancy Inc.)

Progress Event Not Viewed

Navneet Kaur  
[CKNAVNEET@GMAIL.COM](mailto:CKNAVNEET@GMAIL.COM)

---

### Medical Decision Logic, Inc. (mdlogix)

Progress Event Not Viewed

Aaditya Goswami  
[goswami@mdlogix.com](mailto:goswami@mdlogix.com)

---

### **Mental Health Association in Pennsylvania**

Progress Event Not Viewed

Shalawn James  
[sjames@mhapa.org](mailto:sjames@mhapa.org)

---

### **Transcend Business Solutions, LLC**

Progress Event Not Viewed

Linda Rowan  
[linda.rowan@transcendbus.com](mailto:linda.rowan@transcendbus.com)

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### **Mission Empower (Mission Empower)**

Progress Event Not Viewed

Jill Hrinda-Patten  
[advocate@missionempower.org](mailto:advocate@missionempower.org)

---

### **Mental Equities**

Progress Event Not Viewed

Scott Womack  
[INFO@MENTALEQUITIES.COM](mailto:INFO@MENTALEQUITIES.COM)

Scott Womack  
[scott.womack@mentalequities.com](mailto:scott.womack@mentalequities.com)

---

### **National Federation of the Blind of Pennsylvania, Inc.**

Progress Event Not Viewed

Carlton Walker  
[CarltonWalker@gmail.com](mailto:CarltonWalker@gmail.com)

---

### **Secundum Artem Reaching Pharmacists With Help "SARPH" (Secundum Artem Reaching Pharmacists with Help)**

Progress Intention Not Declared

Traci Holler  
[tholler@sarph.org](mailto:tholler@sarph.org)

---

### **Progressive Technology Federal Systems Inc. (PTFS) (PTFS)**

Progress Event Not Viewed

Rob Waldman  
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Denise Muir  
[dmuir@ptfs.com](mailto:dmuir@ptfs.com)

Jon Sievert  
[jsievert@ptfs.com](mailto:jsievert@ptfs.com)

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### **WASSERCONSULT PARTNERS LIMITED**

Progress Event Not Viewed

THIONG'O WA-MOTTO  
[wassertechengineeringltd@gmail.com](mailto:wassertechengineeringltd@gmail.com)

---

### **Displays and Graphics, Inc. (Displays and Graphics, inc.)**

Progress Event Not Viewed

Ryan Felty  
[ryan@displaysandgraphicsinc.com](mailto:ryan@displaysandgraphicsinc.com)

---

## 360 Management LLC (360 Management LLC)

Progress Intend To Bid

Tom Holloway

[tom@360-mgt.com](mailto:tom@360-mgt.com)

---

## eLearning Company, Inc.

Progress Event Not Viewed

Nicholas Soldatenko

[thedandyproject@gmail.com](mailto:thedandyproject@gmail.com)

---

## Crime Intervention Alarm Company, Inc. (Crime Intervention Alarm)

Progress Event Not Viewed

Adam Pastelak

[apastelak@cialarm.com](mailto:apastelak@cialarm.com)

---

## Diamond Drugs, Inc. (Diamond Pharmacy Services)

Progress Event Not Viewed

Mark Zilner

[Mzilner@diamondpharmacy.com](mailto:Mzilner@diamondpharmacy.com)

---

## Advances in Management Inc

Progress Event Not Viewed

Gina Bianco

[gina@aim2bbest.com](mailto:gina@aim2bbest.com)

---

## Inficare Inc. (InfiCareTech)

Progress Event Not Viewed

Sumer Mathur

[govt@inficare.com](mailto:govt@inficare.com)

---

## Defense Investigators Group Inc.

Progress Event Not Viewed

Don Anderson

[don@d-i-g.com](mailto:don@d-i-g.com)

Peggy Meyer Ducheney

[peggy@d-i-g.com](mailto:peggy@d-i-g.com)

---

## Corizon Health, Inc.

Progress Event Not Viewed

Holly Rawnsley

[marketing@corizonhealth.com](mailto:marketing@corizonhealth.com)

---

## IDENTIFY LLC (iIdentifyIoT)

Progress Event Not Viewed

William Mosher

[bmosher@identifyiot.com](mailto:bmosher@identifyiot.com)

Nick Merlino

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---

## Bluebird Advisors LLC

Progress Event Not Viewed

Michael Tran

[michael.tran@bluebird-advisors.com](mailto:michael.tran@bluebird-advisors.com)

---

## J. Chad Professional Training, LLC. (Tall Cop Says Stop)

Progress Event Not Viewed

Jessica Galloway  
[jessica@tallcopsaysstop.com](mailto:jessica@tallcopsaysstop.com)

---

**SIG SAUER, Inc. (SIG SAUER, Inc.)**

Progress Event Not Viewed

Kathleen Randolph  
[kathleen.randolph@sigsauer.com](mailto:kathleen.randolph@sigsauer.com)

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**Enterprise Solutions, Inc. (Enterprise Solutions, Inc.)**

Progress Event Not Viewed

Umesh Ghai  
[gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.com)

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**AVC SOLUTIONS**

Progress Event Not Viewed

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**Browntown Group LLC**

Progress Event Not Viewed

John Thomas  
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**Johns Eastern Company, Inc.**

Progress Event Not Viewed

Deirdre Harris  
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**AMERICAN MOTORCYCLE TRAINING INC (American Motorsports Training, Inc)**

Progress Event Not Viewed

Byron Vann Epps  
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Jackie Van Epps  
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**LAPO LLC**

Progress Event Not Viewed

Matthew Byczkowski  
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**EPS Operations LLC**

Progress Event Not Viewed

Sales & Customer Service  
[epscare@schoolspecialty.com](mailto:epscare@schoolspecialty.com)

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**Roger Ciuffo Historic Preservation Services**

Progress Event Not Viewed

Roger Ciuffo  
[rciuffo@gmail.com](mailto:rciuffo@gmail.com)

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**LaFear Group**

Progress Event Not Viewed



JOHN LAFEAR

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**Inservco Insurance Services**

Progress                      Event Not Viewed

Staci Ulp

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**3Sixty Pharma Solutions LLC.**

Progress                      Event Not Viewed

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**Kost-Less Logistics LLC**

Progress                      Event Not Viewed

DEBRA KOSTANICH

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## Q&A Board

<b>Subject = Interviews with Participants (Maximus US Services, Inc.)</b>	<b>Public Thread</b>
Q: Under what circumstances does a vendor need to conduct face-to-face interviews with participants?	Question added by: Anastasia Navarro 5/19/2023 9:41 AM EDT
A: The Commonwealth's expectation is that the vendor's proposal identify the cases and/or circumstances the vendor intends on conducting face-to-face interviews with participants.	Answered by: Joan Yohe 5/19/2023 9:41 AM EDT
<b>Subject = Self-Referral (Maximus US Services, Inc.)</b>	<b>Public Thread</b>
Q: Please clarify if a voluntary participant may self-refer, or if all participants must be referred by PHMP according to the requirements of the Board's consent agreement and order. Specifically, does I-I C. 5. "No individual will be enrolled in PHMP's VRP unless or until he/she had been provisionally enrolled by PHMP and has executed a Consent Agreement and Order with the Pennsylvania State Board of Nursing" always apply even in the case of a self-referred voluntary participant?	Question added by: Anastasia Navarro 5/18/2023 2:28 PM EDT
A: Vendors are permitted to enroll an impaired licensee into the vendor's confidential program without the vendor being required to report the licensee to PHMP so long as the conditions set forth in I-6 A. 16 and 18 do not apply to the licensee's case.	Answered by: Joan Yohe 5/19/2023 9:40 AM EDT
<b>Subject = Evaluation Criteria (Maximus US Services, Inc.)</b>	<b>Public Thread</b>
Q: Section 27 establishes the evaluation weighting for the 3 evaluated proposal components but does not confirm the total points for the RFP. Please confirm the total point value of the RFP.	Question added by: Anastasia Navarro 5/18/2023 1:06 PM EDT
A: Scoring information can be found on our website, <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_Scoring_Formula.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_Scoring_Formula.aspx</a> .	Answered by: Joan Yohe 5/19/2023 1:28 PM EDT
<b>Subject = Evaluator Methodology (Maximus US Services, Inc.)</b>	<b>Public Thread</b>
Q: Please confirm the methodology evaluators will ensure cost proposal submissions are compliant with the \$4 Million budget stated in "0 - BOP-1304 Request to Advertise JAGGAER RFP 6100057115".	Question added by: Anastasia Navarro 5/18/2023 1:05 PM EDT
A: 27.A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: offeror qualifications, specialized knowledge and experience, staff qualifications, etc. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx</a> 27.B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx</a>	Answered by: Joan Yohe 5/19/2023 1:29 PM EDT
<b>Subject = Period of Performance (Maximus US Services, Inc.)</b>	<b>Public Thread</b>

Q: Please confirm the period of performance the stated budget of \$4 Million applies to. Is this the budget for solely the base period or does it also include the option periods?

Question added by: Anastasia Navarro

5/18/2023 1:04 PM EDT

A: The estimated value stated is in reference to the base years of the contract. The \$4 million dollar figure is not in reference to the Department's budget but is referring to the estimated value of the contract based on past numbers of participants enrolled and also calculating for any increase in those participant numbers for future years.

Answered by: Joan Yohe

5/19/2023 1:29 PM EDT

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**Subject = Confidentiality, Privacy, and Compliance (Maximus US Services, Inc.)**

**Public Thread**

Q: May we confirm that the Bureau of Professional and Occupational Affairs (BPOA) is not acting in the capacity of a Covered Entity for the purposes of the Nurse Peer Assistance Monitoring Program and the Contractor will not be in acting in the capacity of a Business Associate under HIPAA?

Question added by: Anastasia Navarro

5/18/2023 1:03 PM EDT

A: BPOA is not a Covered Entity as defined by HIPAA.

Answered by: Joan Yohe

5/19/2023 10:23 AM EDT

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**Subject = cost submittal clarification (Pennsylvania Nurse Peer Assistance Program Inc)**

**Public Thread**

Q: On the cost submittal form for Nurse Peer Assistance Monitoring Program event, can I get clarification on this statement, "Invoice is to include an itemized list of open PHMP participant case numbers." Specifically, when is a case considered "open"?

Question added by: Traci Holler

5/17/2023 2:21 PM EDT

A: Vendors can invoice for the case once the evaluation has been completed and the participant has entered into a monitoring agreement.

Answered by: Joan Yohe

5/17/2023 3:04 PM EDT

Q: Can you clarify when a participant will be considered to have "entered into a monitoring agreement?" Particularly for VRP participants?

Question added by: Traci Holler

5/17/2023 3:34 PM EDT

A: When the monitoring agreement is fully effective between all parties.

Answered by: Joan Yohe

5/17/2023 3:45 PM EDT

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**Subject = Deadline Extension (Maximus US Services, Inc.)**

**Public Thread**

Q: We have submitted some questions seeking clarification on the pricing structure, and we believe answers to these questions have a direct impact on offerors' ability to submit responsive proposals. Therefore, we respectfully request a two-week extension to the proposal due date.

Question added by: Anastasia Navarro

5/17/2023 11:35 AM EDT

A: Due date will not be extended.

Answered by: Joan Yohe

5/17/2023 1:30 PM EDT

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**Subject = Average Monthly Participants Eligible for PMPM (Maximus US Services, Inc.)**

**Public Thread**

Q: Would the State please share the average monthly number of participants who were eligible for PMPM reimbursement for each of the last 3 years?

Question added by: Anastasia Navarro

5/15/2023 3:50 PM EDT

A: Assuming the question meant to say PHMP, the average monthly number of participants is 750-900. Annual new cases enrolled to the program: 2020 – 197 individuals 2021 – 232 individuals 2022 – 177 individuals

Answered by: Joan Yohe

5/17/2023 1:31 PM EDT

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**Subject = Unit Basis (Maximus US Services, Inc.)**

**Public Thread**

Q: What is the unit that the per case per month rate is based on? For example, is it number of active participants? Or, number of referred nurses?

Question added by: Anastasia Navarro

5/15/2023 3:48 PM EDT

A: The per case per month rate is based on the number of active cases the vendor is monitoring in conjunction with PHMP.

Answered by: Joan Yohe

5/17/2023 1:30 PM EDT

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**Subject = Pre-Proposal Conference (Maximus US Services, Inc.)**

**Public Thread**

Q: Please confirm there is no plan for a pre-proposal conference associated with this solicitation.

Question added by: Anastasia Navarro

5/8/2023 12:16 PM EDT

A: There will be no pre-proposal conference with this procurement.

Answered by: Joan Yohe

5/9/2023 9:32 AM EDT

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**Subject = Incumbent and Award Date (Onvia)**

**Public Thread**

Q: Is this a new requirement? Or is there an incumbent vendor providing these services? If so, what is the contract number, vendor name, and term of the contract? Is there a timeline for when this project must be started or awarded?

Question added by: Source Management

5/5/2023 10:05 AM EDT

A: Incumbent vendor, Pa Nurse Peer Asst Program Inc 4300606883 issued for 3 years with option of 2 (1) year date on or before January 01, 2024.

Answered by: Joan Yohe

5/9/2023 1:42 PM EDT

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**Subject = Funding and Budget (Onvia)**

**Public Thread**

Q: What is the estimated funding source, or budget for this project? Has funding been secured, or is that expected to take place at a later date?

Question added by: Source Management

5/5/2023 10:04 AM EDT

A: The budget was derived at by prior contract usage and the funding has been secured.

Answered by: Joan Yohe

5/9/2023 2:04 PM EDT



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**TECHNICAL SUBMITTAL**

**I-1. STATEMENT OF THE PROJECT.**

- A. Objective.** The Commonwealth of Pennsylvania (Commonwealth), Department of State (Department), Bureau of Professional and Occupational Affairs (BPOA), requires the services of a contractor who is qualified, experienced, credible, unbiased and able to administer all aspects of a peer monitoring program (“Program”) to Pennsylvania licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates. This program will assist in the fulfillment of the BPOA’s mandate to protect the health and safety of the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and safety to patients by reason of illness, addiction to drugs or alcohol, or mental impairment.

The Pennsylvania State Board of Nursing (Board) has the statutory authority to discipline any Pennsylvania licensed nurse or licensed dietitian-nutritionist when the licensee is unable to practice nursing with reasonable skill and safety to patients by reason of mental or physical impairment. BPOA, through the Professional Health Monitoring Programs’ (PHMP) Voluntary Recovery Program (VRP) and Disciplinary Monitoring Unit (DMU), operates a monitoring program for licensed health care professionals suffering from a physical or mental impairment and drug and/or alcohol addiction.

The primary responsibility of the PHMP is to protect the citizens of the Commonwealth from unsafe practice by impaired Commonwealth-licensed practitioners. This responsibility is fulfilled through the identification and referral to appropriate treatment of such licensed professionals, and the case management and monitoring of their progress in recovery. While in the PHMP, participants must submit to random drug testing; abstain from the use of prohibited substances; comply with the recommendations made by their PHMP-approved treatment provider(s); submit to monitoring of their practice by a workplace monitor; actively attend support group meetings recommended by the PHMP approved evaluator/treatment provider; and abide by all other terms and conditions of the program and the licensing Board’s consent agreement and order.

The Contractor will coordinate with PHMP to facilitate its goals and will assist participants in adhering to the requirements of PHMP in addition to the contractor’s peer assistance program requirements.

***Offeror Response***

**B. Definitions.** Throughout this RFP, the below terms are defined as follows:

1. **Bureau of Professional and Occupational Affairs (BPOA)** – the Bureau within the Department that provides administrative, logistical, and legal support services to professional and occupational licensing boards and commissions.
2. **Department of State (DOS)** – the department within the Commonwealth of Pennsylvania issuing this RFP.
3. **Licensee** – an individual who has been issued a nursing or dietitian-nutritionist license by the State Board of Nursing.
4. **Participant** – an individual who has been enrolled in PHMP. This may be a nurse licensee, dietitian-nutritionist license, a temporary practice permit holder or a licensure candidate for a nursing license, dietitian-nutritionist license or temporary practice permit.
5. **Licensure candidate** – an individual who has submitted an application to the Board.
6. **Peer assistance program** – a program whereby members of a particular profession suffering from a physical or mental impairment, such as substance abuse or dependency, which may interfere with their job performance can obtain assistance, support, monitoring, prevention and intervention services from members of their own profession.
7. **Professional Health Monitoring Program (PHMP)** – a division of BPOA that provides a method by which professionals suffering from a physical or mental impairment, such as substance abuse or dependency, may be directed to appropriate treatment and receive monitoring to ensure that they can safely practice their licensed profession. PHMP is comprised of the Voluntary Recovery Program and the Disciplinary Monitoring Unit.
8. **Program** – the nurse peer assistance program that the Department expects to procure through this Request for Proposal.
9. **Voluntary Recovery Program (VRP)** – a voluntary, alternative to discipline program offered to eligible PA licensed health care professionals suspected of suffering from mental or physical impairment.
10. **Disciplinary Monitoring Unit (DMU)** – a program responsible for monitoring PA licensed professionals suffering from mental or physical impairments whose licenses have been formally disciplined by the PA licensing boards.
11. **Self-referral** – an individual who voluntarily contacts a program for the purpose of obtaining available services.

12. **State Board of Nursing (Board)** - the statutorily-created board charged with the duty to establish and enforce rules and regulations for the licensure and practice of professional and practical nursing and dietitian-nutritionist in the Commonwealth and provide for the examination of all licensure candidates. The Board issues licenses for professional nursing, practical nursing, and dietitian-nutritionist to persons meeting the established qualifications for licensure. The Board protects the health, safety and welfare of the public from fraudulent, incompetent, unsafe and unethical practitioners by imposing appropriate discipline.

**C. Nature and Scope of the Project.** The Department, through this RFP, is seeking proposals from contractors who are qualified to provide peer assistance services to impaired healthcare professionals. This RFP is in relation to the licensees under the State Board of Nursing. The contractor shall recognize its joint interests with BPOA in protecting the citizens of the Commonwealth from licensees who are unable to practice the profession with reasonable skill and safety to patients by reason of illness, addiction to drugs or alcohol, or mental impairment. The vendor must provide and operate a program that effectively ensures the protection of the public from unsafe nursing practice, offers impaired professionals the best opportunity for sustained recovery, manages a comprehensive recovery monitoring service, and provides applicants and licensees with peer support and advocacy services.

1. The contractor will administer a voluntary program whereby it will monitor or intervene with nurses and dietitians in Pennsylvania who, by reason of mental or physical illness, use of alcohol, drugs, narcotics, chemicals, or other type of material, are allegedly unable to practice their profession with reasonable skill and attention to the safety of patients, with the goal of getting the licensee into treatment and monitoring his/her recovery.
2. The contractor shall work in conjunction with PHMP and the Board to provide a peer assistance program for participants who are suffering from physical or mental impairment, such as substance abuse or dependency, which may interfere with their job performance. The contractor will also act as a liaison with community resources, maintain confidentiality and appropriately use constructive confrontation by colleagues.
3. The contractor is required to perform direct case management or review of all Nurse Board cases, both VRP and DMU in concert with PHMP.
4. The contractor will monitor all cases referred by PHMP according to the requirements of the Board's consent agreement and order. The following services shall be provided by the contractor in cases jointly monitored by the contractor and PHMP:
  - a. Assist in maintaining the monitoring agreement, in concert with PHMP;
  - b. Arrange for workplace monitoring;
  - c. Clinical case conferences;
  - d. Case review which includes reviewing the following reports:

- i. Evaluation and therapy/treatment reports;
    - ii. Workplace monitor reports;
    - iii. Meeting attendance reports; and
    - iv. Medical reports obtained from licensed health care practitioners who are prescribing controlled substances, mood-altering drugs, or caution legend (prescription) drugs to participants for an illness or medical condition .
  - e. Confront participants with regard to compliance issues;
  - f. Meet with participants as needed to resolve compliance or recovery issues;
  - g. Meet with PHMP representatives to review case files;
  - h. Provide quarterly written reports to PHMP on participant's status based on recovery documentation; and
  - i. Provide immediate notification to PHMP when the contractor has obtained information indicating a participant may have violated his/her consent agreement and order.
5. No individual will be enrolled in PHMP's VRP unless or until he/she had been provisionally enrolled by PHMP and has executed a Consent Agreement and Order with the Pennsylvania State Board of Nursing.
6. The contractor shall agree that PHMP is responsible for determining the actions to be taken in cases whereby evidence exists that a licensee has violated his/her consent agreement and order.

### ***Offeror Response***

## **I-2. QUALIFICATIONS.**

- A. Contractor Qualifications.** The contractor must have specialized knowledge and experience in providing peer assistance and monitoring services to health care professionals. The contractor must also have a working knowledge of the Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8.

### ***Offeror Response***

- B. Contractor Staff Qualifications.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, program director, case managers include the employee's name, and through a resume or similar document, the Project personnel's education and any experience in peer monitoring. For the professionally licensed staff, the contractor shall indicate the license number and state of issuance. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. At a minimum, contractor's proposed staff shall include at least one individual with:



1. An active Pennsylvania nursing license; and
2. A bachelor's degree (Master's degree preferred) in chemical dependency, sociology, social welfare, psychology, pharmacy, nursing, or a related field; and who shall be credentialed in addiction counseling.

**Offeror Response**

- C. Prior Experience.** Include experience in peer monitoring program to licensed health care professionals. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**Offeror Response**

- D. Services Available.** List all available services that are offered to the participants enrolled in your organization's programs and the cost to the participants for those services. Use **Appendix A** to list all available services that are offered to the participant. If there is a range of costs for a service, please provide the breakdown of the costs.

**Offeror Response**

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

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

**Offeror Response**

- F. **Cost Submittal.** Contractors shall complete and submit **Attachment A**, Cost Submittal. No assumptions or modifications are acceptable.

***Offeror Response***

- G. **Contractor Statistics.** To assist the Commonwealth in evaluating the scope of services offered and the volume of individuals receiving services from the contractor, the contractor shall provide the requested statistical information on **Appendix C**.

***Offeror Response***

- I-3. **TRAINING.** If appropriate, indicate recommended training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

***Offeror Response***

- I-4. **FINANCIAL CAPABILITY.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

***Offeror Response***

I-5. **REQUIREMENTS.**

- A. **Estimated Number of Participants the Contractor will be responsible for monitoring in concert with PHMP.** During the last five-year contract period, PHMP had approximately 750 – 900 open files on participants or potential participants whose evaluation and/or monitoring will likely be referred to the vendor awarded the contract. The contractor will be responsible for evaluating and monitoring additional participants as they are referred to PHMP throughout the contract term. The number of participants will fluctuate throughout the contract term as existing participants are released from monitoring and new participants become enrolled in the program.

1. Based on prior experience, BPOA estimates that PHMP will be referring approximately 60 - 80 individuals per month to the contractor for evaluation and/or monitoring. However, this is only an estimate. Participation in the program is optional on the part of the individual. BPOA cannot guarantee a fixed minimum or maximum number of referrals due to the fluctuation in referrals made to PHMP caused by factors beyond BPOA's control.

2. BPOA estimates that approximately 70 percent of the individuals referred to PHMP will agree to cooperate and will submit to a PHMP-approved evaluation to determine whether or not they are eligible for enrollment in the program. In PHMP's experience, an average of 40 percent of those who choose to cooperate with PHMP will be assessed with an impairment making them eligible for enrollment in the program.

### ***Offeror Response***

#### **B. Closing Participants Files.**

1. The contractor shall not close an individual's file during the evaluation phase of a PHMP referred case until such time that PHMP determines whether the individual requires monitoring and PHMP has the information necessary to initiate the monitoring of the case.
2. Should the contractor choose to close a participant's file that is being jointly monitored by the contractor and PHMP prior to PHMP closing the participant's PHMP file, the contractor shall do the following prior to closing the participant's file:
  - a. Provide both PHMP and the participant with no less than three weeks' written notification of the contractor's plan to close the participant's file and the specific reason(s) for the file closure; and
  - b. Provide PHMP with a complete electronic copy of the participant's contractor file upon notification of the decision to close the participant's file.

### ***Offeror Response***

#### **C. Special Populations/Case Types.**

1. The contractor shall specifically describe any current policies of the contractor's program related to case types/special populations of nurses or dietitians whereby the contractor will not monitor when referred by PHMP to be monitored by the contractor in conjunction with PHMP.
2. The contractor shall specifically identify any circumstances that would lead to the contractor discontinuing monitoring of a nurse or dietitian case being monitored in conjunction with PHMP prior to the Nurse Board issuing a Final Order that either dismisses and/or terminates the licensee's PHMP participation.

### ***Offeror Response***

- D. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

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

#### ***Offeror Response***

- E. Confidentiality, Privacy, and Compliance.** The Offeror will comply with all applicable laws or regulations 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). It is understood that **Appendix B**, Commonwealth of Pennsylvania Business Associate Agreement (BAA), HIPAA Compliance, is only applicable if and to the extent indicated in the Contract.

#### ***Offeror Response***

- I-6. TASKS AND SERVICES.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. All references to the term "days" within this section shall mean business days.

#### ***Offeror Response***

- A. Tasks.**

1. PHMP will notify the contractor of each participant who must be evaluated and enrolled in the program for monitoring. The contractor shall perform all tasks and services necessary for enrolling participants in the monitoring program, including, but not necessarily limited to:
  - a. Interview individuals to discuss their understanding of the referral;
  - b. Obtain detailed history from individuals of their substance use/abuse and drug and alcohol and/or mental health treatment and medical history;
  - c. Assess willingness to cooperate with evaluation and treatment recommendations;
  - d. Educate individuals on the benefits of cooperating with the contractor's program and PHMP, and, if eligible, enrolling in the program;
  - e. Arrange evaluations by providers approved by the contractor's program and/or PHMP;
  - f. Review assessment results;
  - g. Discuss assessment results and make recommendations to licensees and PHMP;
  - h. Notify PHMP of the individual's willingness to comply with recommendations;
  - i. Assure participants comply with all practice restrictions while seeking enrollment in the program;
  - j. Execute monitoring agreements for nurses or dietitians willing to enroll; and
  - k. Conduct face-to-face interviews with participants.

#### ***Offeror Response***

2. The contractor shall establish a toll-free telephone number through which each participant will be able to contact the contractor. The toll-free number shall be operational upon the effective date of the contract and be accessible to the public 24 hours a day, seven days a week. The contractor shall have staff available to answer the toll-free telephone number weekdays from 8:00 AM to 5:00 PM Eastern Standard Time, excluding holidays recognized by the Commonwealth of Pennsylvania. During all other hours, the contractor shall have a confidential answering machine available for callers. In the event that a participant must leave a message, the contractor shall return the call within 24 hours or on the next business day. Where a message raises the possibility of harm or risk to the public, the telephone call shall be returned immediately and PHMP shall be notified as soon as possible. If a call of this nature is received after business hours, it shall be returned within one hour on the next business day. The contractor shall keep a log of all calls that includes the nature of the call, the response time and the resolution.

#### ***Offeror Response***

3. The contractor shall establish a list of providers to refer licensees to for assessment and treatment. This list shall be available for use upon the effective date of the contract. All evaluators and treatment providers should be verified as professionally capable of diagnosing both chemical dependency/abuse and mental health impairments, or of recognizing the need for and arranging additional assessment to rule out either of these impairments if necessary. All providers must

incorporate a support group requirement as a primary element of treatment and require ongoing active and consistent involvement in those programs in the continuing care plan.

- a. The contractor shall use individuals and/or facilities to assess and/or provide treatment services to individuals referred by PHMP with the following qualifications:
  - i. Licensed physician with verified training and experience in the diagnosis and treatment of addiction; or
  - ii. Licensed psychologist with training and experience in the diagnosis and treatment of addiction; or
  - iii. An individual, or a staff member of a facility, licensed by the Division of Drug and Alcohol Program Licensure, Bureau of Community Program Licensure and Certification, Department of Drug and Alcohol Programs; or in the case of co-occurring diagnoses, the Office of Mental Health and Substance Abuse Services, Department of Public Welfare.
  - iv. Under no circumstance shall the assessment and/or treatment be performed by the following:
    1. An employee or board member of the Contractor;
    2. A provider with a contractual relationship with the Contractor;
    3. A provider with a business relationship with an employee of the Contractor; or
    4. A provider whose family member is an employee of the Contractor.

***Offeror Response***

4. The Contractor shall attempt to develop a statewide network of peer monitors in an effort to assign each participant enrolled in the program to a peer assistance monitor, preferably who is a licensed PA nurse. Peer assistance monitors should possess a thorough knowledge of addiction and be familiar with PHMP.

***Offeror Response***

5. The contractor shall execute monitoring agreements with participants who are under a consent agreement and order to be monitored by PHMP. The vendor's monitoring agreements shall include comparable terms and conditions to the Board's consent agreements and orders. A sample Consent Agreement and Order is attached hereto as **Exhibit A**. BPOA's VRP Terms and Conditions are attached hereto as **Attachment C**. Should the Board's requirements for monitoring impaired licensees change, the contractor shall adjust the monitoring agreement accordingly. As part of its proposal, the contractor shall include a sample monitoring agreement.

***Offeror Response***

6. The contractor shall monitor the participant's compliance with the terms and conditions of his/her consent agreement and order, in concert with PHMP, including but not limited to:
  - a. Compliance with all recommendations made by their approved evaluator/treatment provider;
  - b. Attendance at the recommended number of support group meetings;
  - c. Adherence with all abstention guidelines;
  - d. Compliance with workplace monitoring requirements; and
  - e. Compliance with drug testing requirements as directed by PHMP.

***Offeror Response***

7. The contractor will assist PHMP in coordinating return to licensed practice of participants enrolled in the program, including ensuring appropriate workplace monitoring of the participant's practice and compliance with the Board stipulated practice restrictions. The contractor shall agree a participant is not to return to licensed practice until PHMP provides written permission to the participant.

***Offeror Response***

8. Upon reasonable notice from DOS, the contractor shall meet face-to-face with PHMP and/or other DOS staff to resolve any issues which may arise. Telephone conference calls or virtual meetings, however, may be used at DOS's discretion.

***Offeror Response***

9. The contractor shall direct all individuals participating in the program to attend a professional support group if such a group exists in their geographical area (within 50 miles of the participant's residence). The contractor shall attempt to establish professional support groups in or near PA cities in which no current group is available.

***Offeror Response***

10. The contractor shall monitor, in conjunction with the PHMP, each participant's compliance with every provision of the VRP terms and conditions (**Attachment C**) for participation and the Consent Agreement and Order (**Exhibit A**).

***Offeror Response***

11. The contractor shall immediately notify PHMP, by email within one business day of all individuals refusing to enroll in the program or licensees suspected of violating their Consent Agreement and Order.

***Offeror Response***

12. The contractor shall provide to PHMP, by email within one business day any documented evidence indicating a possible violation of the Consent Agreement and Order.

***Offeror Response***

13. During the term of the contract, the contractor shall make required staff available to discuss cases with investigators or prosecutors to assist in the preparation and prosecution of cases and to give testimony in person in administrative or court proceedings regarding alleged violations of the Consent Agreement and Order. When requested by the Commonwealth to provide testimony in person, travel will be reimbursed in accordance with current Commonwealth Travel Policy, most recent version of Management Directive No. 230.10 which can be accessed at the following website:

<http://www.oa.state.pa.us/oac/cwp/view.asp?a=12&q+121208>

or

<http://www.state.pa.us/papower/search/Search.asp?qu=230.10>

***Offeror Response***

14. Within one business day of contact, the contractor shall provide individuals and facilities who suspect a nurse or dietitian is impaired with guidance in confronting the licensee and information on the mandatory reporting requirements.

***Offeror Response***

15. The contractor shall contact individuals who are suspected of having an impairment by telephone within one business day and in writing within five business days and provide them with information regarding the program and a referral to an approved treatment provider.

***Offeror Response***

16. Pursuant to Section 14.1 (f) of The Professional Nursing Law or Section 16.2 of the Practical Nurse Law, the contractor shall direct hospitals or health care facilities, peers or colleagues to make a report to BPOA in all cases whereby the facility has a mandatory reporting obligation. In cases where the contractor has evidence that a facility has failed to fulfill their mandatory reporting obligation to BPOA, the contractor shall submit to PHMP a written report identifying the name of the licensee suspected of being impaired and the name and address of the facility failing to report the nurse to BPOA within five business days of becoming aware of this occurrence.

***Offeror Response***



17. The contractor shall submit a written report to the PHMP within one business day of intervening in the case of, or receiving a report based on evidence that a nurse may be suffering from a physical or mental impairment, such as substance abuse or dependency, for which the nurse is not receiving treatment; provided that the nurse has given consent for such a report to be released to the PHMP. The report shall include the name and license/permit of the nurse suspected of being impaired and a summary of the events precipitating the report.

***Offeror Response***

18. Individuals not known to PHMP and or DOS may request peer assistance from the contractor. The contractor may provide services to these individuals but is not required to notify PHMP except as set forth below. Please note that the contractor will not be compensated by the Commonwealth for providing services to individuals not known to PHMP.

In the following instances, the contractor shall inform the individual in writing that disclosure to PHMP is a condition of participation in the contractor's program and shall thereafter refer the licensee to PHMP. Such circumstances would include, but not limited to:

- a. Individual has been charged with misdemeanor or felony level criminal charges;
- b. Individual is diagnosed as having a severe personality disorder;
- c. Individual is diagnosed with severe mental illness and appears to be impaired;
- d. Individual refuses to participate in recovery plan/monitoring agreement;
- e. Individual elects to withdraw from participation before the agreement ends;
- f. Individual leaves the Commonwealth without sufficient notification to the contractor --- known or probable relapse;
- g. Individual relapses and is unable/unwilling to participate in recovery plan/monitoring agreement recommendations;
- h. Individual's license has been disciplined in another jurisdiction; and
- i. Individuals who indicate to the Program that they may have violated the Nursing Act.

***Offeror Response***

19. Upon request, the contractor shall provide PHMP with a statistical report of the number of individuals enrolled in the Program including those not known to PHMP. A sample statistical report format is attached hereto as **Exhibit B**.

***Offeror Response***

**B. Administrative Services.**

1. The contractor shall initiate and maintain a complete file, in either paper or electronic format, on all individuals referred to the program and will retain copies

of all correspondence received or sent to the individual and correspondence received relating to the case. For individuals referred to the contractor's program by PHMP, the contractor shall retain the file for no less than three years from notification by PHMP of the termination from PHMP, or longer when requested by PHMP. The contractor shall develop a method to permanently retain summary information listed below, in either paper or electronic format, for a period of 20 years:

- a. Name;
- b. Social security number and license number(s);
- c. Date of initial contact;
- d. Reason for the referral, including the referral source(s);
- e. Diagnosis;
- f. Evaluator(s) and treatment provider(s);
- g. Date individual's participation in the contractor's program was terminated;
- h. Reason file was closed by the contractor;
- i. A brief summary of the individual's compliance with the recommendations of the contractor and/or the terms of their compliance with the contractor's monitoring agreement.

***Offeror Response***

2. Disposal of records after the record retention period must be accomplished in a confidential manner.

***Offeror Response***

3. The contractor shall not, without the written permission of PHMP, release or disclose any information provided to the contractor by PHMP. This includes, but is not limited to, complaint information (e.g., release complainant name and/or allegation), drug screening results, drugs PHMP screens for, or information pertaining to any investigation by BPOA. In its proposal, the contractor shall provide an explanation of its confidentiality policy and security measures.

***Offeror Response***

4. The Contractor shall maintain a database capable of tracking the items noted in the attached sample report and shall provide PHMP with a statistical report containing the items identified on the sample statistical report attached as **Exhibit B**.

***Offeror Response***

5. The contractor shall require participants to provide periodic status updates to the contractor. If the contractor requires participants submit written status reports, the contractor shall provide PHMP with copies of a participant's reports, if requested by PHMP.

***Offeror Response***

6. The contractor shall provide quarterly progress reports in the required format for all participants enrolled in the PHMP to PHMP. Upon request from PHMP, the contractor may be required to provide copies of the participant monthly status reports noted in Section I-5. B-4 above. PHMP may specifically request reports on a more frequent basis as needed. A sample quarterly progress report format is attached hereto as **Exhibit C**.

***Offeror Response***

7. The contractor shall, at the end of the contracting period or upon termination of the contract by either party, ensure that the records on file for each individual referred to the program be transferred to the new contractor/vendor in a timely fashion to ensure no interruption in services for and the monitoring of the individuals in the program.

***Offeror Response***

**C. PHMP Functions.**

1. Whenever BPOA and the contractor determine that an individual may be eligible for the PHMP's VRP, is progressing satisfactorily in the program, and poses no danger, BPOA will recommend that the Board defer public disciplinary action at that time, provided that the individual signs the Consent Agreement and Order and the contractor meets the reporting requirements.
2. If BPOA and PHMP determine that there is a problem other than, or in addition to, impairment; that the individual is not progressing satisfactorily in the program; or that the individual poses a danger, it may decide that the individual is ineligible for PHMP or may recommend disciplinary action. Whenever BPOA makes a determination that such action is required, PHMP will so notify the vendor as soon as reasonably practicable. While the individual may choose to continue with the peer assistance in this instance, the individual will no longer be included in the PHMP.
3. Whenever BPOA has reason to believe that a nurse under investigation by BPOA may be suffering from a physical or mental impairment, such as substance abuse or dependency, the PHMP will, as part of the investigation, promptly contact the contractor to ascertain whether the nurse is involved in the program.
4. Whenever PHMP determines that the contractor is involved in a case under investigation by BPOA, PHMP will request a status report from the contractor and will review the case. BPOA will continue to investigate activities with respect to nurses under investigation.

**Offeror Response**

**I-7. REPORTS AND PROJECT CONTROL.**

- A. **Status Report.** An annual statistical report covering activities, problems and recommendations should be submitted to PHMP. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.

**Offeror Response**

- B. **Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale; and

**Offeror Response**

- C. **Final Participation Report.** The Contractor shall submit a program final participant statistical report to PHMP. The selected Contractor shall work with PHMP to develop the format of this reporting.

**Offeror Response**

- D. **Ad Hoc Reporting.** The selected Contractor shall work with PHMP to provide ad hoc reports to PHMP upon request.

**Offeror Response**

**I-8. OBJECTIONS AND ADDITIONS TO STANDARD CONTRACT TERMS AND CONDITIONS.**

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

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

***Offeror Response***



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**ATTACHMENT A**

**COST SUBMITTAL**

Supplier Name:	
Supplier Number:	
Mailing Address:	
Supplier Contact Person:	
Telephone Number:	
E-Mail:	

Cost per case, per month listed below shall be in effect for the term of the contract, including any renewals. The term of the contract will be at a fixed cost per case, per month rate for three years, with two one-year renewals options.

**Contract is to be invoiced monthly. Invoice is to include an itemized list of open PHMP participant case numbers. Due to HIPPA privacy laws, participant names are to be omitted from the itemized list.**

	Cost
Cost Per Case, Per Month	\$

<b>Signature</b>	
<i>Signature of an official authorized to bind the Supplier to the provisions contained in the bid submission:</i>	
<b>Authorized Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

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## PART V - CONTRACT TERMS and CONDITIONS

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

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

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

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

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

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

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

The Contract may be mutually renewed for a maximum of 2 additional 1 year term(s), so long as the Commonwealth provides written notice to the 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-002.3 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.5 CONTRACT-003.1b Signatures – Contract (July 2015)**

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

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

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



fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

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

#### **V.6 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.7 CONTRACT-005.1b Agency Purchase Orders (July 2015)**

The Agency 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.

The Commonwealth and the Contractor specifically agree as follows:

- 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.8 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.9 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.10 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.11 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.12 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.13 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.14 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.15 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.16 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.17 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.18 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

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

#### **V.19 CONTRACT-015.1A Compensation/Expenses (May 2008)**

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

#### **V.20 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.21 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.22 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.23 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.24 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.25 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.26 CONTRACT-020.1 Audit Provisions (Oct 2006)**

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

#### **V.27 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.28 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.29 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.30 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.31 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.32 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.33 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.34 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

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

**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.35 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.36 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.37 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.38 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.39 CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which 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.40 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

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

#### **V.41 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.42 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.43 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](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.44 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.45 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.46 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)**

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

**V.47 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)**

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

**V.48 CONTRACT-051.1 Notice (Dec 2006)**

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

- 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.49 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.50 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.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

Professional Health Monitoring Programs  
P.O. Box 10569  
Harrisburg, PA 17105-0569

Telephone: 717-783-4857  
Fax: 717-772-1950  
Email: ra-stphmp@pa.gov

**Voluntary Recovery Program**

**Objective:** The Voluntary Recovery Program (VRP) provides a method by which licensed health care professionals suffering from a mental or physical disorder can be directed to appropriate treatment and receive monitoring to ensure that they remain capable of practicing safely. The program offers the eligible professional an alternative to board disciplinary action from becoming a permanent part of his or her professional licensing record. However, the VRP's non-public format is a privilege and not a right; therefore, a licensee declining to cooperate with the VRP will exclude the licensee from further VRP consideration.

**Eligibility Requirements:** To be eligible for VRP participation, a licensee must:

1. Complete an evaluation by a provider approved by the VRP and have the assessor determine that a diagnosed mental or physical disorder exists.
2. Fully comply with the treatment plan recommended by the VRP-approved provider(s) and approved by the VRP.
3. Enter into a VRP Consent Agreement, which is approved by the licensing board, providing that disciplinary action, including suspension or revocation, will be deferred so long as the licensed professional adheres to the VRP Consent Agreement.
4. Successfully complete at least three years of monitoring under the VRP Consent Agreement that includes VRP supervision of the licensee's treatment and recovery process, work performance, professional support group attendance, abstinence from prohibited substances, and random drug testing.

**Terms and Conditions for VRP Participation:** To enroll and maintain good standing in the VRP, the licensee must:

1. Sign the Participation Cooperation Form; complete the Personal Data Sheet.
2. Complete a VRP-approved assessment and/or treatment.
3. Comply with the recommendations made by the VRP-approved treatment provider.
4. Sign a VRP Consent Agreement with the licensing board deferring formal disciplinary action for a period of no less than three years.

5.  If specifically requested by the VRP to not practice as a licensed professional, the licensee must agree not to accept or continue employment in any position requiring licensure until cleared to do so by the VRP case manager and a VRP-approved provider.
6.  When approved to return to licensed practice by the VRP, the licensee:
- A.  Shall not work in any practice setting without workplace monitoring as required by the VRP.
  - B.  Shall comply with all practice limitations.
  - C.  Shall not do any of the following until specific written permission is granted by the VRP case manager:
    - (1)  Practice nursing in any capacity that involves the administration of controlled substances (typically for a period of no less than six months upon returning to licensed practice);
    - (2)  Function as a supervisor;
    - (3)  Practice in a private practice setting;
    - (4)  Practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
    - (5)  Practice as an agency nurse.
7.  Completely abstain from the use of all controlled substances, caution legend (prescription) drugs, mood altering substances or substances of abuse including alcohol in any form, except under the following:
- A.  The licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP;
  - B.  Such medications are lawfully prescribed by the licensee's treating practitioner and approved by the VRP case manager;
  - C.  The licensee provides the VRP, within 48 hours of receiving the prescription, written notification of the prescription including name of prescribing practitioner, illness or condition diagnosed, the type, strength, amount and dosage.
8.  Abstain from the use of marijuana, medical marijuana, medical marijuana extract, synthetic marijuana, cannabinoids, cannabichromene (CBC), cannabidiol (CBD), cannabidiolic acid (CBDA), cannabidivarin (CBDV), cannabigerol (CBG), cannabinol (CBN), Delta-8 Tetrahydrocannabinol (Delta-8 THC), Delta-9 Tetrahydrocannabinol (THC), tetrahydrocannabinolic acid (THCA), tetrahydrocannabivarin (THCV), and terpenes unless licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP.

9.  Avoid all products containing alcohol including but not limited to over-the-counter medications (e.g. cough syrup), mouthwash, hygiene products, topical gels or medications, foods or liquids containing alcohol (e.g. vanilla extract, kombucha).
10.  Abstain from all substances of abuse including but not limited to Dextromethorphan, Kratom, Kava, Khat, Ayahuasca, Peyote, Salvia.
11.  Avoid all foods containing poppy seeds.
12.  Undergo random drug testing as directed by the VRP.
13.  Arrange for submission to the VRP of regularly scheduled progress reports by treatment provider(s) and/or the workplace supervisor or monitor.
14.  Submit monthly verification of attendance at required support group meetings (number of meetings as recommended by the VRP-approved treatment provider).
15.  Enroll in a peer assistance program when available and requested by the VRP.
16.  If requested by the VRP, the licensee will agree to inactivate the licensee's professional license and maintain an inactive license until the VRP provides the licensee with written permission to pursue reactivation.
17.  Pay all costs incurred in complying with VRP participation, including but not limited to undergoing requested evaluation(s), treatment, the reproduction of treatment or other records, drug testing and any subsequent reanalysis of specimens and/or medical review officer consultation(s) of non-negative drug test results.

**Ineligible for VRP participation include:**

1.  Licensees convicted of, pleading guilty, or nolo contendere to either a felony or a misdemeanor under the Controlled Substance, Drug, Device and Cosmetic Act.
2.  Licensees with a history of practice problems indicating significant patient harm.
3.  Licensees who have been involved in the diversion of controlled substances for the primary purpose of sale or distribution.
4.  Licensees who have committed sexual boundary violations.
5.  Licensees who have failed to successfully complete a similar program in another jurisdiction.
6.  Licensees who previously declined or failed to cooperate with the VRP.



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**APPENDIX A**

**SERVICES AVAILABLE**

<b>Supplier Name:</b>	
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Please provide the costs to be paid by participants enrolled in your organization for the following services. Please list any other relevant services that are available to participants if they are not listed below. If more than one rate applies to a service, please list out each cost. Do not provide a range of cost without an explanation:

<b>Type of Services Available to Participants</b>	<b>Cost to Participants</b>
Case initiation fee	\$
Monthly monitoring fees	\$
Advocacy testimony provided for participant	\$
Detailed letters summarizing participant's case	\$
Progress reports (annual cost)	\$
Drug testing (annual average)	\$
	\$
	\$
	\$



## APPENDIX B

### COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the [name of program and/or Department] (Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

#### 1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) “**Business Associate Agreement**” or “**BAA**” shall mean this Agreement.
- (c) “**Covered Entity**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.



- (e) **“HITECH Act”** shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (f) **“Privacy Rule”** shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (g) **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (h) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (i) **“Underlying Agreement”** shall mean Contract/Purchase Order # \_\_\_\_\_.
- (j) **“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

**2. Changes in Law.**

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

**3. Stated Purposes for Which Business Associate May Use or Disclose PHI.**

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in [Attachment A](#) to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

**4. Additional Purposes for Which Business Associate May Use or Disclose Information.**

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § 164.514 (a)—(c) without the Covered Entity’s express written authorization(s). Business

Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

## 5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by [Subpart C](#) of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:
  - (i) administrative safeguards required by 45 CFR § [164.308](#);
  - (ii) physical safeguards as required by 45 CFR § [164.310](#);
  - (iii) technical safeguards as required by 45 CFR § [164.312](#); and
  - (iv) policies and procedures and document requirements as required by 45 CFR § [164.316](#).
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Project Officer and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § [164.410](#). Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § [164.404\(c\)](#) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day**

on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § [164.502\(e\)\(1\)\(ii\)](#) and 45 CFR § [164.308\(b\)\(2\)](#), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.
- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § [164.524](#).

- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (m) **Maintenance of PHI.** Notwithstanding [subsection 5\(l\)](#) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under [subsection 5\(j\)](#) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.
- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to

mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.
- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.
- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR [Part 164](#). In the event of a Breach requiring indemnification in accordance with [subsection 5\(v\)](#), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR [Part 164](#) on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR [Part 164](#), Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
  - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
  - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this [subsection 5\(v\)](#).

## 6. **Obligations of Covered Entity.**

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § [164.520](#) ([Attachment A](#) to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § [164.522](#) to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**7. Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

**ATTACHMENT A TO APPENDIX C**

**Commonwealth of Pennsylvania Business Associate Agreement**

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow \_\_\_\_\_ to meet the requirements of the Underlying Agreement.
2. Information to be disclosed to Business Associate: \_\_\_\_\_.
3. Use Shall Effectuate Purpose of Underlying Agreement: \_\_\_\_\_ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.





**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**APPENDIX C**

**CONTRACTOR STATISTICS**

Current Number of Impaired Health Care Professionals Enrolled and Actively Being Monitored by Contractor (As of Date RFP issued)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)

Total Number of Impaired Health Care Professionals Enrolled and Monitored by Contractor (From January 1, 2020 – March 31, 2023)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Denied Enrollment in Contractor's Program			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Denial Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20			
1/1/21 – 12/31/21			
1/1/22 – 12/31/22			
1/1/23 – 3/31/23			

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Whose Contractor's Program File was Closed Prior to the Issuance of the Board's Dismissal or Termination Order			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Closure Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20			
1/1/21 – 12/31/21			
1/1/22 – 12/31/22			
1/1/23 – 3/31/23			

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BEFORE THE STATE BOARD OF NURSING**

**In the Matter of the License  
To practice as a Registered Nurse held by  
[Name], R.N.  
License No.: RNXXXXXX**

**Case No.: 23-51-XXXXXX  
PHMP No.: 23\_XXXXX**

**CONSENT AGREEMENT AND ORDER**

**PARTIES**

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs ("Commonwealth") and [Name] N., ("Licensee") stipulate as follows in settlement of the above-captioned case.

**APPLICABLE LAW**

1. This matter is before the State Board of Nursing ("Board") pursuant to the Professional Nursing Law, Act of May 22, 1978, P.L. 317, ("Act"), as amended, 63 P.S. §§ 211-226; and/or the Act of July 1, 2020, P.L. 575, No. 53 "Act 53" 63 Pa.C.S. §§ 3101-3118.

**LICENSURE STATUS**

2. At all relevant and material times, Licensee held the following license to practice as a registered nurse in the Commonwealth of Pennsylvania: license no. RNXXXXXX, which was originally issued on [date], and is currently set to expire on [date].

**STIPULATED FACT**

3. Licensee admits that the following allegations are true:
- a. Licensee's licenses may be continually renewed, reactivated, or reinstated upon the filing of the appropriate documentation and payment of the necessary fees.

- b. Licensee's address is: [address].
- c. Licensee has suffered from chemical abuse or dependency, specifically [diagnosis] since 2018.
- d. Licensee has been receiving treatment at [provider].
- e. Licensee has been receiving treatment since [date].

**POTENTIAL VIOLATION OF ACT**

4. Based upon the factual allegations in paragraph 3 above, the Board is authorized to suspend, revoke, or otherwise restrict Licensee's license under Section 14(a)(2) of the Act, 63 P.S. § 224(a)(2) because Licensee is unable to practice professional nursing with reasonable skill and safety by reason of mental or physical illness or condition or physiological or psychological dependence upon alcohol, hallucinogenic or narcotic drugs or other drugs which tend to impair judgment or coordination.

5. Licensee's licenses to practice as a registered nurse in the Commonwealth of Pennsylvania, along with any other licenses, registrations, certificates, approvals, authorizations, or permits (hereinafter referred to collectively as "authorizations to practice the profession") issued by the Board shall be suspended under the terms of this Consent Agreement and Order (Agreement), but the enforcement of that suspension shall be stayed for the length of time Licensee remains in an approved treatment and monitoring program and makes satisfactory progress, complies with the other terms of this Agreement and adheres to all conditions as set forth in this Agreement.

6. The Board may defer and ultimately dismiss the within suspension so long as the Licensee progresses satisfactorily in an approved treatment and monitoring program; and provided Licensee is not convicted, as defined in the Act, of a crime under the Controlled Substance, Drug,

Device and Cosmetic Act, the Pharmacy Act, or any other crime relating to a controlled substance in the courts of this Commonwealth, the United States, or any other state, territory or country, or other violation under the Act; in which event Licensee will be subject to the provisions in 7(f) below, as well as additional disciplinary action for that misconduct.

**BOARD ORDER**

7. Intending to be legally bound, the parties consent to the issuance of the following Order in settlement of this matter:

a. The Board finds that it is authorized to suspend, revoke or otherwise restrict Licensee's authorizations to practice the profession under Section 14(a)(2) of the Act, 63 P.S. § 224(a)(2), in that Licensee is unable to practice professional nursing with reasonable skill and safety by reason of mental or physical illness or condition or physiological or psychological dependence upon alcohol, hallucinogenic or narcotic drugs or other drug which tend to impair judgment or coordination (hereinafter "impairment").

b. For purposes of this Agreement and Order, the terms "*practice*", "*practice of the profession*," and "*practice the profession*" shall include any and all activities requiring license, registration, certificate, approval, authorization, or permit from the Board to perform. It also includes attendance at any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice the profession.

c. This disciplinary action is deferred and this matter may ultimately be dismissed pursuant to the *Impaired Professional* section, Section 14.1(b) of the Act, 63 P.S. § 224.1(b), provided Licensee progresses satisfactorily in an approved

treatment and monitoring program and complies with the terms and conditions of this Agreement.

d. This Agreement shall not be considered a public document nor public discipline and is not reportable to the National Practitioner Data Bank. Nevertheless, this Agreement may be shared with individuals and institutions for purposes of monitoring. The Licensee's failure to fully comply with the terms and conditions of this Agreement may result in the Agreement becoming public along with public discipline being imposed.

e. Licensee's license number RNXXXXXX, along with any other authorizations to practice the profession held by Licensee at the time this Agreement is adopted by the Board shall be indefinitely **SUSPENDED** for no less than three (3) years, unless that period of suspension is extended for cause by mutual agreement of Licensee and the Professional Health Monitoring Program ("PHMP"), Voluntary Recovery Program ("VRP") case manager, such suspension to be immediately **STAYED** subject to the following terms and conditions:

**GENERAL**

(1) Licensee shall fully and completely comply and cooperate with the PHMP and its agents and employees in their monitoring of Licensee's impairment under this Agreement.

(2) Licensee shall abide by and obey all federal and state laws, including, but not limited to, statutes, rules and regulations. The filing of criminal charges, other than summary traffic violations, shall constitute a violation of this order. Summary traffic

violations shall not constitute a violation of this Order; however, a violation of any conditions of a criminal probation and/or parole is a violation of this Order.

(3) Licensee shall at all times cooperate and comply with the PHMP and its agents and employees in the monitoring, supervision and investigation of Licensee's compliance with the terms and conditions of this Agreement. Licensee shall cooperate and comply with any requests for written reports, records or verifications or actions that may be required by the PHMP. The requested shall be obtained and submitted at Licensee's expense.

(4) Licensee's failure to fully cooperate and comply with the PHMP shall be deemed a violation of this Agreement.

(5) Upon request of the PHMP case manager, Licensee shall enroll in an approved peer assistance program, when available, and shall fully and completely comply with all the terms and conditions of Licensee's agreement with the peer assistance program. Licensee's failure to fully and completely comply with Licensee's agreement with the peer assistance program shall constitute a violation of this Agreement.

(6) Licensee shall not falsify, misrepresent or make material omission of any information submitted pursuant to this Agreement.

(7) Licensee may not be absent from the Commonwealth of Pennsylvania for any period exceeding twenty (20) days unless

Licensee seeks and receives prior written permission from the PHMP subject to any additional terms and conditions required by the PHMP. Licensee shall notify the drug testing vendor of any travel outside of the licensee's home area regardless of how long they are travelling.

(8) Licensee may not engage in the practice of the profession in any other state or jurisdiction without first obtaining written permission from the PHMP. Once written permission is granted from the PHMP, Licensee shall notify the licensing board of the other state or jurisdiction that Licensee suffers from an impairment and is enrolled in the VRP prior to engaging in the practice of the profession in the other state or jurisdiction.

(9) In the event Licensee relocates to another jurisdiction, within five (5) days of relocating, Licensee shall either enroll in the other jurisdiction's impaired professional program and have the reports required under this Agreement sent to the Pennsylvania PHMP, or if the other jurisdiction has no impaired professional program, notify the licensing board of the other jurisdiction that Licensee is impaired and enrolled in this Program. In the event Licensee fails to do so, in addition to being in violation of this Agreement, the periods of suspension herein shall be tolled. It is a violation of this Agreement if Licensee violates and/or fails to fully

and completely comply with the impaired professional program in another jurisdiction.

(10) Licensee shall notify the PHMP by telephone within forty-eight (48) hours and in writing within five (5) days of the filing of any criminal charges against Licensee; the final disposition of any criminal charges against Licensee; the violation of any terms and conditions of a criminal probation or parole; the initiation of any legal action pertaining to Licensee's practice of the profession; the initiation of charges, action, restriction or limitation related to Licensee's practice of the profession by a professional licensing authority of any state or jurisdiction or the Drug Enforcement Agency of the United States Department of Justice; or any investigation, action, restriction or limitation related to Licensee's privileges to practice the profession at any health care facility.

(11) Licensee shall notify the PHMP by telephone within forty-eight (48) hours and in writing, including email, within five (5) days of any change of Licensee's home address, phone number, employment status, employer and/or change in practice at a health care facility. Failure to timely advise the PHMP under this subsection due to the PHMP office being closed is not an excuse for not leaving a voice mail message with this information.

(12) If the PHMP case manager determines that Licensee is no longer fit to practice, Licensee shall cease or limit Licensee's



practice of the profession if the PHMP case manager directs that Licensee do so.

**EVALUATION - TREATMENT**

(13) As requested by the PHMP, Licensee shall have forwarded to the PHMP, a written mental and/or physical evaluation by a provider approved by the PHMP (hereinafter "treatment provider") assessing Licensee's fitness to actively practice the profession. The evaluation shall be forwarded to:

PHMP –VRP P.O. Box 10569 Harrisburg, PA 17105-0669, Tele: 717-783-4857 In PA: 800-554-34
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If the treatment provider determines that Licensee is not fit to practice, Licensee shall immediately cease practicing the profession and not practice until the treatment provider and the PHMP case manager determine that Licensee is fit to resume practice with reasonable skill and safety to patients.

(14) The evaluation described in the previous paragraph in addition to any other evaluation already provided.

(15) Licensee shall provide copies of any prior evaluations and counseling records and a copy of this agreement to the treatment provider.

(16) Licensee shall authorize, in writing, the PHMP to receive and maintain copies of the written evaluation reports of the treatment provider(s).

(17) If a treatment provider recommends that Licensee obtain treatment, Licensee must fully comply with those recommendations as part of the requirements of this Agreement.

(18) Licensee shall arrange and ensure that written treatment reports from all treatment providers approved by the PHMP are submitted to the PHMP upon request at least every ninety (90) days after the effective date of this Agreement. The reports shall contain at least the following information:

(i) Verification that the treatment provider has received a copy of this Agreement and understands the conditions of the Agreement;

(ii) A treatment plan, if developed;

(iii) Progress reports, including information regarding compliance with the treatment plan;

(iv) Physical evaluations, if applicable;

(v) The results of any testing including any testing for therapeutic levels of prescribed medications when deemed appropriate by the treatment provider;

(vi) Modifications in treatment plan, if applicable;

(vii) Administration or prescription of any drugs to Licensee;

(viii) Discharge summary and continuing care plan at discharge; and

(ix) Any change in the treatment provider's assessment of the Licensee's fitness to actively practice the profession.

(19) Licensee shall identify a primary care physician who shall send written notification to the Licensee's PHMP case manager certifying Licensee's health status as requested.

#### **SUPPORT GROUP ATTENDANCE**

(20) Licensee shall attend and actively participate in any support group program recommended by the treatment provider at the frequency recommended by the treatment provider; however, Licensee with a chemical dependency or abuse diagnosis shall attend no less than twice a week.

(21) Licensee shall provide written verification of any and all support group attendance to the PHMP on at least a monthly basis or otherwise directed by the PHMP.

#### **ABSTENTION**

(22) Licensee shall completely abstain from the use of controlled substances, caution legend (prescription) drugs, mood

altering substances or substances of abuse, **including alcohol in any form**, except under the following conditions:

(i) Licensee is a bona fide patient of a licensed health care practitioner who is aware of Licensee's impairment and participation in the PHMP;

(ii) Such medications are lawfully prescribed by Licensee's treating practitioner and approved by the PHMP case manager;

(iii) Upon receiving the medication, Licensee must provide to the PHMP, **within forty-eight (48) hours by telephone and within five (5) days in writing**, the name of the practitioner prescribing the drug, the illness or medical condition diagnosed, the type, strength, amount and dosage of the medication and a signed statement consenting to the release of medical information from the prescribing practitioner to the PHMP or its designated representative for purpose of verification; and

(iv) Upon **refilling** a medication, Licensee must provide to the PHMP, **within forty-eight (48) hours by telephone and within five (5) days in writing**, the name of the practitioner prescribing the drug, the illness or medical condition diagnosed, the type, strength, amount and dosage of the medication and a signed statement consenting to the

release of medical information from the prescribing practitioner to the PHMP or its designated representative for the purpose of verification.

#### **DRUG TESTING**

(23) Licensee shall submit to random unannounced and observed drug and alcohol tests (drug testing), inclusive of bodily fluid, breath analysis, hair analysis, or another procedure as selected by the PHMP, for the detection of substances prohibited under this Agreement. A positive, adulterated or substituted result on a drug test shall constitute an irrefutable violation of this Agreement unless Licensee has complied with the provisions of this Agreement pertaining to the use of drugs. Failure to provide a specimen or a specimen of sufficient quantity for testing when requested will be considered a violation of this Agreement.

(24) Licensee shall avoid all foods that contain poppy seeds. Ingestion of poppy seeds will not be accepted as a valid explanation for a positive screen.

(25) Licensee shall avoid all substances containing alcohol, including alcohol in food or beverages, medications, chemical solutions, cleaning solutions, gasoline, hand sanitizers, or other skin preparations. Incidental use of alcohol will not be accepted as a valid explanation for a positive drug test unless Licensee has complied with the provisions of this Agreement

pertaining to the use of drugs as set forth in the Abstinence Section above.

**MONITORED PRACTICE**

(26) A newly enrolled Licensee shall not practice the profession unless a provider approved by the PHMP approves the practice in writing and the PHMP Case Manager gives written permission to practice.

(27) When permitted to return to practice, Licensee shall not do any of the following unless Licensee first obtains specific written approval from the PHMP Case Manager:

- (i) practice in an capacity that involves the administration of controlled substances;
- (ii) function as a supervisor;
- (iii) practice in a private practice setting;
- (iv) practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
- (v) practice as an agency nurse.

(28) Licensee shall not work in any practice setting without workplace monitoring as required by the PHMP.

(29) If Licensee is practicing or attending any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice nursing,

Licensee shall notify any employer, supervisor, preceptor, or instructor (hereinafter referred to collectively as "supervisor") of his/her participation in this program in writing. The supervisor must acknowledge that they have been notified that the licensee is in the program within five (5) days of the effective date of this Agreement.

(30) Licensee shall notify any prospective employer and supervisor of his/her participation in this program in writing when offered employment in the practice of the profession and to a prospective school/program when applying for any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice nursing. Licensee shall obtain a signed acknowledgment from his/her supervisor and return said acknowledgment to the PHMP case manager.

(31) Within five (5) days of the effective date of this Agreement, and by telephone within forty-eight (48) hours and in writing within five (5) days upon obtaining employment, or entering an educational program/course that includes a clinical practice component with patients and/or requires a current license to practice, Licensee shall provide the following to PHMP:

- (i) Name and address of the supervisor responsible for Licensee's practice;

(ii) The name(s) and address(es) of the place(s) at which Licensee will practice the profession and a description of Licensee's duties and responsibilities at such places of practice; and

(iii) Any restrictions on Licensee's practice

(32) Licensee shall ensure that Licensee's supervisor submits to the PHMP the following information in writing:

(i) Verification that the supervisor has received notification of this Agreement and understands the conditions under which Licensee is allowed to work;

(ii) An evaluation of Licensee's work performance on a ninety (90) day or more frequent basis as requested by the PHMP

#### REPORTING/RELEASES

(33) Licensee, Licensee's treatment providers, supervisors, employers or other persons required to submit reports under this Agreement shall cause such reports, data or other information to be filed with the PHMP, unless otherwise directed, at:

PHMP-VRP Box 10569 Harrisburg, PA 17105-0569
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(34) Licensee consents to the release by the PHMP of any information or data produced as a result of this Agreement,



including written treatment provider evaluations, to any treatment provider, supervisor, Commonwealth's attorney, hearing examiner and Board members in the administration and enforcement of this Agreement.

(35) Licensee shall sign any required waivers or release forms requested by the PHMP for any and all records including medical or other health related and psychological records, pertaining to treatment and monitoring rendered to Licensee during the course of this Agreement and any corresponding criminal, probation, and any employment, personnel, peer review or review records pertaining to Licensee's practice of the profession during the course of this Agreement to be released to the PHMP, the Commonwealth's attorney, hearing examiner and Board members in the administration and enforcement of this Agreement.

**COSTS**

(36) Licensee shall be responsible for all costs incurred in complying with the terms of this Agreement, including but not limited to psychiatric or psychotherapy treatments, and reproduction of treatment or other records. Licensee shall pay the costs for any drug testing and any subsequent reanalysis of specimens and/or medical review officer consultation(s) of non-negative drug test results required by the PHMP. Failure of Licensee to pay any of these costs in a timely manner shall constitute a violation of this

Agreement. If applicable, Licensee shall be responsible for the costs of the compelled mental and physical examination ordered by the Board.

#### **BUREAU/PHMP EVALUATIONS**

(37) Upon request of the PHMP, Licensee shall submit to mental or physical evaluations, examinations or interviews by treatment provider approved by the PHMP or the PHMP. Licensee's failure to submit to such an examination, evaluation or interview when directed shall constitute a violation of this Agreement.

#### **VIOLATION OF THIS ORDER**

f. Notification of a violation of the term or conditions of this Agreement shall result in the **IMMEDIATE VACATING** of the stay order and **ACTIVATION** of the suspension in paragraph 7(e) above of Licensee's authorizations to practice the profession in the Commonwealth of Pennsylvania as follows:

(1) The prosecuting attorney for the Commonwealth shall present to the Board's Probable Cause Screening Committee ("Committee") a Petition that indicates Licensee has violated any term or conditions of this Agreement; and the filing of the Petition shall nullify the non-public nature of this Agreement under paragraph 7(d).

(2) Upon a probable cause determination by the Committee that Licensee has violated any of the terms or conditions of this

Agreement, the Committee shall, without holding a formal hearing, issue a preliminary order vacating the stay of the within suspension and activating the suspension of Licensee's authorization(s) to practice the profession.

(3) Licensee shall be notified of the Committee's preliminary order within three (3) business days of its issuance by certified mail and first-class mail, postage prepaid, sent to the Licensee's last registered address on file with the Board, or personal service if necessary.

(4) Within twenty (20) days of mailing of the preliminary order, Licensee may submit written answer to the Commonwealth's Petition and request that formal hearing be held concerning Licensee's violation of this Agreement, in which Licensee may seek relief from the preliminary order activating the suspension. **The answer shall be set forth in numbered paragraphs corresponding to the numbered paragraphs of the Petition. Licensee shall admit or deny each of the allegations set forth in the paragraphs in the Petition.** Licensee shall mail the original answer and request for hearing, as well as all subsequent filings in the matter, to:

Prothonotary 2601 North Third Street P.O. Box 2649 Harrisburg, PA 17105-2649
---

Licensee shall also mail a copy of all filings to the prosecuting attorney for the Commonwealth.

(5) If the Licensee submits a timely answer and request for a formal hearing, the Board or a designated hearing examiner shall convene a formal hearing within forty-five (45) days from the date of the Prothonotary's receipt of Licensee's request for a formal hearing.

(6) Licensee's submission of a timely answer and request for a hearing shall not stay the suspension of Licensee's license under the preliminary order. The suspension shall remain in effect unless the Board or the hearing examiner issues an order after the formal hearing staying the suspension again.

(7) The facts and averments in this Agreement shall be deemed admitted and uncontested at this hearing.

(8) If the Board or hearing examiner after the formal hearing makes a determination against Licensee, a final order will be issued sustaining the suspension of Licensee's license and imposing any additional disciplinary measures deemed appropriate.

(9) If Licensee fails to timely file an answer and request for a hearing, the Board, upon motion of the prosecuting attorney, shall issue a final order affirming the suspension of Licensee's license.

(10) If Licensee does not make a timely answer and request for a formal hearing and a final order affirming the

suspension is issued, or the Board or the hearing examiner makes a determination against Licensee sustaining the suspension of Licensee's license, after at least **three (3)** years of active suspension and any additional imposed discipline, Licensee may petition the Board for reinstatement based upon an affirmative showing that Licensee has at least **thirty-six (36)** months of sustained documented recovery, an evaluation by a treatment provider approved by the PHMP that Licensee is fit to safely practice the profession, and verification that Licensee has abided by and obeyed all laws of the United States, the Commonwealth of Pennsylvania and its political subdivisions and all rules and regulations pertaining to the practice of the profession in this Commonwealth.

(11) If the Board issues a Preliminary Order terminating the stay of the suspension and actively suspending Licensee's license to practice the profession in accordance with the procedure set forth above, Licensee shall immediately cease the practice of the profession. Licensee shall continue to comply with all terms and conditions of this Consent Agreement and Order during the active suspension until the Board issues a Final Order. Continued failure by Licensee to comply with the unaffected terms and conditions of this Agreement while awaiting the issuance of a Final Order by the Board may result in further disciplinary action against Licensee.

g. Licensee's failure to fully comply with any terms of this Agreement may also constitute grounds for additional disciplinary action.

h. Nothing in this Agreement shall preclude the prosecuting attorney for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Agreement.

**COMPLETION OF MINIMUM PERIOD OF STAYED SUSPENSION**

i. After successful completion of the minimum period of stayed suspension, Licensee may petition the Board, either upon a form provided by the PHMP or by a petition filed with Board Counsel to dismiss this matter and to terminate the period of stayed suspension upon an affirmative showing that Licensee has complied with all terms and conditions of this Agreement and that Licensee's resumption of unsupervised practice does not present a threat to the public health and safety. **Licensee is required to remain in compliance with all terms and conditions of this Agreement until the Board issues the order terminating the stayed suspension.** If Licensee is petitioning for dismissal of this matter without the support of PHMP, Licensee's petition shall include at a minimum:

- (1) An evaluation by a PHMP approved provider or Board consulting physician completed no more than 30 days from the date of the petition;
- (2) Evidence of sustained remission; and
- (3) A verification that Licensee has complied with the terms of this Agreement.

**ADMISSIBILITY OF CONSENT AGREEMENT IN FUTURE PROCEEDINGS**

8. Licensee agrees that if Licensee is charged with a violation of an Act enforced by the Board in the future, this Consent Agreement and Order shall be admitted into evidence without objection in that proceeding.

**ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING**

9. By agreeing to the terms of this agreement, Licensee waives the filing and receipt of an Order to Show Cause in this matter. Licensee knowingly and voluntarily waives the right to an administrative hearing in this matter, and knowingly and voluntarily waives the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

**WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS**

10. Licensee expressly waives any constitutional rights and issues, such as commingling of prosecutorial and adjudicative functions by the Board or its counsel, which may arise or have arisen during the negotiation, preparation and/or presentation of this Consent Agreement. Licensee specifically agrees that if the Board rejects this agreement, it may assume that the facts and averments as alleged in this Consent Agreement are true and correct for the limited purpose of recommending a sanction, based on those assumed facts, that would be acceptable to the Board before hearing the case. In the event that the Board does assume the facts and averments as alleged in this Consent Agreement are true for purposes of making a recommendation as to an acceptable sanction, such action shall not constitute commingling of prosecutorial and adjudicative functions by the Board or its counsel, and the Licensee expressly waives any constitutional rights and issues

related to alleged commingling, bias, or violation of due process rights to have an unbiased and impartial adjudicator in any subsequent hearing. If a hearing is subsequently held, neither this Consent Agreement nor the proposed terms of settlement may be admitted into evidence and any facts, averments, and allegations contained in the Consent Agreement must be proven at hearing unless otherwise separately stipulated. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

**AGREEMENT NOT BINDING ON OTHER PARTIES**

11. The Office of General Counsel has approved this Consent Agreement to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Board issues the stipulated Order.

**EFFECT OF BOARD'S REJECTION OF CONSENT AGREEMENT**

12. Should the Board not approve this Agreement presentation to and consideration of it by the Board shall not prejudice the Board or any of its members from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Board does not approve this Agreement.

**ACKNOWLEDGMENT OF RIGHT TO ATTORNEY**

1. Licensee acknowledges that he/she is aware that he/she has the right to consult with, and/or be represented by private legal counsel of Licensee's choosing and at Licensee's expense when reviewing, considering and accepting the terms of this Consent Agreement. To the extent that Licensee is not represented by legal counsel, Licensee knowingly, voluntarily, intelligently and freely waives the right to be represented by an attorney in the negotiation and settlement of this matter by this Agreement.



**ENTIRE AGREEMENT**

14. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions or otherwise, of any kind whatsoever concerning this agreement.

15. This agreement may be executed in counterparts, each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same agreement.

**AGREEMENT DOES NOT PRECLUDE DISCIPLINE FOR OTHER VIOLATIONS**

16. Nothing in this Order shall preclude the Prosecution Division for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement.

**EFFECTIVE UPON BOARD APPROVAL**

17. This Agreement shall take effect immediately upon its approval and adoption by the Board.

**VERIFICATION OF FACTS AND STATEMENTS**

18. Licensee verifies that the facts and statements set forth in this Agreement are true and correct to the best of Licensee's knowledge, information and belief. Licensee understands that statements in this Consent Agreement are made subject to the criminal penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

\_\_\_\_\_  
T'rese M. Evancho  
Prosecuting Attorney

DATED:  
(23-XXXXXXX)

\_\_\_\_\_  
[Name], R.N.  
Licensee

DATED:

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BEFORE THE STATE BOARD OF NURSING**

**In the Matter of the License  
To practice as a Registered Nurse held by  
[name], R.N.  
License No.: RNXXXXXX**

**Case No.: 23-51-XXXXXX**

**PHMP No.: 23\_XXXXX**

**AND NOW**, this \_\_\_\_ day of \_\_\_\_\_ 2023, the State Board of Nursing approves and adopts the foregoing Consent Agreement and incorporates the terms of paragraph 7, which shall constitute the Board's Order and is now issued in resolution of this matter.

This Order shall take effect immediately.

**BY ORDER:**

**BUREAU OF PROFESSIONAL AND  
OCCUPATIONAL AFFAIRS**

**STATE BOARD OF NURSING**

---

Arion R. Claggett  
Acting Commissioner

---

Linda L. Kmetz, Ph.D., R.N.  
Chair

For the Commonwealth

T'rese M. Evancho, Esq.  
Prosecuting Attorney  
Department of State  
P.O. Box 69521  
Harrisburg, PA 17106-9521

For Licensee:

[name], R.N.  
[address]

Date of Mailing:

**STATISTICAL REPORT  
TO  
PROFESSIONAL HEALTH MONITORING PROGRAMS (PHMP)**

**Reporting period:** \_\_\_\_\_

**Total number of files opened:** \_\_\_\_\_

Referred by:

- 1. PHMP: \_\_\_\_\_
- 2. Self: \_\_\_\_\_
- 3. Employer: \_\_\_\_\_
- 4. Peer/colleague: \_\_\_\_\_
- 5. Treatment provider: \_\_\_\_\_
- 6. Family/friend: \_\_\_\_\_
- 7. Anonymous: \_\_\_\_\_
- 8. Other: \_\_\_\_\_

**Total number of files closed:** \_\_\_\_\_

Reason:

- 1. Successfully completed: \_\_\_\_\_
- 2. Refused evaluation: \_\_\_\_\_
- 3. Refused to enroll: \_\_\_\_\_
- 4. Ineligible: \_\_\_\_\_
- 5. Withdrew from program: \_\_\_\_\_
- 6. Deceased: \_\_\_\_\_
- Other: \_\_\_\_\_

**Total number of active cases:** \_\_\_\_\_

**Total number of cases referred to PHMP by contractor's program:** \_\_\_\_\_

**Total number of cases jointly monitored with PHMP:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor's Representative Signature**

\_\_\_\_\_  
**Date**

**QUARTERLY PROGRESS REPORT  
TO  
PROFESSIONAL HEALTH MONITORING PROGRAMS (PHMP)**

**Participant's Name:**

**License Number:**

**Participant's Employment Status:**

- Employed as a nurse     Employed, but not as a nurse     Unemployed

**Name of employer:**

**Date returned to nursing practice:**     **Date of last report:**

**Overall work performance:**     Excellent     Satisfactory     Poor

	Compliant	Marginal	Noncompliant
Participant's Treatment Status:			
Name of Counselor:			
Date of Last Report:			
Level of Care:			
Date Treatment Completed:			
Participant's Support Group Meeting Attendance:			
Participant's Urine Screens:			
Participant's Contact with Monitor:			
Participant's Monthly Reports to Contractor's Program:			
Participant's Payment of Contractor Monitoring Fees:			
Participant's Overall Status in the Contractor's Program:			

**Comments:**

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

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

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

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

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

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

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

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

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

## Trade Secret/Confidential Proprietary Information Notice

Instructions:

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

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

**Name of submitting party:**

**Contact information for submitting party:**

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

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

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

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

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

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

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

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



## **Acknowledgment**

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

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

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

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

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

---

Signature

---

Title

---

Date

## 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, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM**

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

**Offeror's Representations and Authorizations.** 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 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.



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING  
PROGRAM**

**TECHNICAL SUBMITTAL**

**For the Foundation of the Pennsylvania Medical Society, Physicians' Health Program (PA-PHP) to establish a Nurse Peer Assistance Monitoring Program herein referred to as the Nurses' Health Program (PA-NHP)**

**I-1. STATEMENT OF THE PROJECT.**

- A. Objective.** The Commonwealth of Pennsylvania (Commonwealth), Department of State (Department), Bureau of Professional and Occupational Affairs (BPOA), requires the services of a contractor who is qualified, experienced, credible, unbiased and able to administer all aspects of a peer monitoring program ("Program") to Pennsylvania licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates. This program will assist in the fulfillment of the BPOA's mandate to protect the health and safety of the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and safety to patients by reason of illness, addiction to drugs or alcohol, or mental impairment.

The Pennsylvania State Board of Nursing (Board) has the statutory authority to discipline any Pennsylvania licensed nurse or licensed dietitian-nutritionist when the licensee is unable to practice nursing with reasonable skill and safety to patients by reason of mental or physical impairment. BPOA, through the Professional Health Monitoring Programs' (PHMP) Voluntary Recovery Program (VRP) and Disciplinary Monitoring Unit (DMU), operates a monitoring program for licensed health care professionals suffering from a physical or mental impairment and drug and/or alcohol addiction.

The primary responsibility of the PHMP is to protect the citizens of the Commonwealth from unsafe practice by impaired Commonwealth-licensed practitioners. This responsibility is fulfilled through the identification and referral to appropriate treatment of such licensed professionals, and the case management and monitoring of their progress in recovery. While in the PHMP, participants must submit to random drug testing; abstain from the use of prohibited substances; comply with the recommendations made by their PHMP-approved treatment provider(s); submit to monitoring of their practice by a workplace monitor; actively attend support group meetings recommended by the PHMP approved evaluator/treatment provider; and abide by all other terms and conditions of the program and the licensing Board's consent agreement and order.

The Contractor will coordinate with PHMP to facilitate its goals and will assist participants in adhering to the requirements of PHMP in addition to the contractor's peer assistance program requirements.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-1-A: Statement of the Project:** The incidence of substance use disorder and impairment in the general population is between 10-15%. This rate is no different for nurse licensees. The Professional Health Monitoring Program (PHMP) is a regulatory-based program within the Bureau of Professional and Occupational Affairs (BPOA) and it is there to protect the health and safety of all citizens from impaired practitioners, including licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates. It provides an excellent platform for regulatory-based recovery activities, such as the Voluntary Recovery Program (VRP) and the Disciplinary Monitoring Unit (DMU).

To augment these regulatory based services, credible peer assistance services are also needed, which can provide intensive monitoring and verify compliance with the PHMP and peer assistance program requirements. The Foundation of the Pennsylvania Medical Society, Physicians' Health Program (PA-PHP), with its forty-eight (48) plus years of experience in providing peer assistance and monitoring is well poised to expand its partnership with the PHMP to establish the Foundation of the Pennsylvania Medical Society, Nurses' Health Program (PA-NHP) to bring licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates into recovery and protect the citizens of the Commonwealth of Pennsylvania.

Currently, as a program of the Foundation of the Pennsylvania Medical Society (Foundation), the Physicians' Health Program (PA-PHP) provides a peer assistance program to physicians, physician assistants, licensed dental professionals, veterinarians, podiatrists, and trainees. We are committed to protecting the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and attention to safety of patients by reason of illness, substance use disorder, or mental impairment.

The Foundation of the Pennsylvania Medical Society is submitting this RFP to establish the PA-NHP to provide a Nurse Peer Assistance Program for licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates. The leadership staff for the PA-PHP will guide and direct the services proposed for the PA-NHP in accordance with the PA-PHPs current evidence-based standards and protocols. The purpose of the PA-NHP is to assist impaired licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates and to provide a program to educate, inform and assist the profession of Nursing concerning the issue of impairment. The PA-NHP is committed to protecting the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and attention to safety of patients by reason of illness, substance use disorder, or mental impairment.

The nursing profession inherently generates risk factors for developing impairment such as: work-place stress including excessive workloads, staffing shortages, rotating shifts;

access to, and knowledge of, drug; burnout and stress on the heels of the COVID-19 pandemic. It will be the goal of the PA-NHP to educate and encourage early identification, referral and monitoring for licensed individuals subject to the State Board of Nursing before their practice becomes impaired and there is potential risk for the citizens of the Commonwealth.

PA-NHP will coordinate with the PHMP to facilitate its goals and assist participants in adhering to the requirements of the PHMP in addition to the PA-NHP peer assistance program requirements including: 1) Assist in maintaining the monitoring agreement in concert with PHMP; 2) Arrange for workplace monitoring; 3) Hold clinical case conference 1-2 times per week; 4) Provide comprehensive case reviews for each participant and report to PHMP on compliance with all aspects for monitoring including: evaluation/therapy reports, workplace monitor reports, meeting attendance reports, and medical reports; 5) Confront participants who are in non-compliance with their agreements; 6) Meet with participants, as needed, to resolve compliance or recovery issues; 7) Meet with PHMP representatives to review case files; 8) Provide quarterly reports to PHMP on compliance of all referred participants; and, 9) Immediately inform PHMP of any violations of the consent agreement or board order.

As part of its foundational core, PA-NHP will maintain strict confidentiality at all times and appropriately leverage constructive confrontation by colleagues for participants entering the monitoring process and recovery.



**B. Definitions.** Throughout this RFP, the below terms are defined as follows:

1. **Bureau of Professional and Occupational Affairs (BPOA)** – the Bureau within the Department that provides administrative, logistical, and legal support services to professional and occupational licensing boards and commissions.
2. **Department of State (DOS)** – the department within the Commonwealth of Pennsylvania issuing this RFP.
3. **Licensee** – an individual who has been issued a nursing or dietitian-nutritionist license by the State Board of Nursing.
4. **Participant** – an individual who has been enrolled in PHMP. This may be a nurse licensee, dietitian-nutritionist license, a temporary practice permit holder or a licensure candidate for a nursing license, dietitian-nutritionist license or temporary practice permit.
5. **Licensure candidate** – an individual who has submitted an application to the Board.
6. **Peer assistance program** – a program whereby members of a particular profession suffering from a physical or mental impairment, such as substance abuse or dependency, which may interfere with their job performance can obtain assistance, support, monitoring, prevention and intervention services from members of their own profession.
7. **Professional Health Monitoring Program (PHMP)** – a division of BPOA that provides a method by which professionals suffering from a physical or mental impairment, such as substance abuse or dependency, may be directed to appropriate treatment and receive monitoring to ensure that they can safely practice their licensed profession. PHMP is comprised of the Voluntary Recovery Program and the Disciplinary Monitoring Unit.
8. **Program** – the nurse peer assistance program that the Department expects to procure through this Request for Proposal.
9. **Voluntary Recovery Program (VRP)** – a voluntary, alternative to discipline program offered to eligible PA licensed health care professionals suspected of suffering from mental or physical impairment.
10. **Disciplinary Monitoring Unit (DMU)** – a program responsible for monitoring PA licensed professionals suffering from mental or physical impairments whose licenses have been formally disciplined by the PA licensing boards.
11. **Self-referral** – an individual who voluntarily contacts a program for the purpose of obtaining available services.

12. **State Board of Nursing (Board)** - the statutorily-created board charged with the duty to establish and enforce rules and regulations for the licensure and practice of professional and practical nursing and dietitian-nutritionist in the Commonwealth and provide for the examination of all licensure candidates. The Board issues licenses for professional nursing, practical nursing, and dietitian-nutritionist to persons meeting the established qualifications for licensure. The Board protects the health, safety and welfare of the public from fraudulent, incompetent, unsafe and unethical practitioners by imposing appropriate discipline.

**C. Nature and Scope of the Project.** The Department, through this RFP, is seeking proposals from contractors who are qualified to provide peer assistance services to impaired healthcare professionals. This RFP is in relation to the licensees under the State Board of Nursing. The contractor shall recognize its joint interests with BPOA in protecting the citizens of the Commonwealth from licensees who are unable to practice the profession with reasonable skill and safety to patients by reason of illness, addiction to drugs or alcohol, or mental impairment. The vendor must provide and operate a program that effectively ensures the protection of the public from unsafe nursing practice, offers impaired professionals the best opportunity for sustained recovery, manages a comprehensive recovery monitoring service, and provides applicants and licensees with peer support and advocacy services.

1. The contractor will administer a voluntary program whereby it will monitor or intervene with nurses and dietitians in Pennsylvania who, by reason of mental or physical illness, use of alcohol, drugs, narcotics, chemicals, or other type of material, are allegedly unable to practice their profession with reasonable skill and attention to the safety of patients, with the goal of getting the licensee into treatment and monitoring his/her recovery.
2. The contractor shall work in conjunction with PHMP and the Board to provide a peer assistance program for participants who are suffering from physical or mental impairment, such as substance abuse or dependency, which may interfere with their job performance. The contractor will also act as a liaison with community resources, maintain confidentiality and appropriately use constructive confrontation by colleagues.
3. The contractor is required to perform direct case management or review of all Nurse Board cases, both VRP and DMU in concert with PHMP.
4. The contractor will monitor all cases referred by PHMP according to the requirements of the Board's consent agreement and order. The following services shall be provided by the contractor in cases jointly monitored by the contractor and PHMP:
  - a. Assist in maintaining the monitoring agreement, in concert with PHMP;
  - b. Arrange for workplace monitoring;
  - c. Clinical case conferences;
  - d. Case review which includes reviewing the following reports:

- i. Evaluation and therapy/treatment reports;
    - ii. Workplace monitor reports;
    - iii. Meeting attendance reports; and
    - iv. Medical reports obtained from licensed health care practitioners who are prescribing controlled substances, mood-altering drugs, or caution legend (prescription) drugs to participants for an illness or medical condition .
  - e. Confront participants with regard to compliance issues;
  - f. Meet with participants as needed to resolve compliance or recovery issues;
  - g. Meet with PHMP representatives to review case files;
  - h. Provide quarterly written reports to PHMP on participant's status based on recovery documentation; and
  - i. Provide immediate notification to PHMP when the contractor has obtained information indicating a participant may have violated his/her consent agreement and order.
5. No individual will be enrolled in PHMP's VRP unless or until he/she had been provisionally enrolled by PHMP and has executed a Consent Agreement and Order with the Pennsylvania State Board of Nursing.
6. The contractor shall agree that PHMP is responsible for determining the actions to be taken in cases whereby evidence exists that a licensee has violated his/her consent agreement and order.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-1-C: Nature and Scope of Project:** The PA-PHP is a voluntary program with extensive experience monitoring safety-sensitive health professionals including physicians, physician assistants, medical students, dentists, dental hygienists, dental assistants, dental students, veterinarians and podiatrists. Most recently, the PA-PHP contracted with the Commonwealth to provide peer assistance monitoring services for licensees subject to the Pennsylvania State Board of Pharmacy effective October 1, 2023.

Currently the PA-PHP works with the PHMP and the State Boards of Medicine, Osteopathic Medicine, Dentistry and Podiatry to provide a peer assistance program for participants who are suffering from physical or mental impairment which may interfere with their job performance. With its current licensees, the PA-PHP acts as a liaison with referral sources, evaluators and treatment providers, community resources, and employers.

The depth and breadth of its experience with the practitioners and health professionals listed above positions the PA-PHP to effectively and efficiently provide a voluntary program whereby it will monitor or intervene with licensed nurses and licensed dietitian nutritionists by reason of mental or physical illness, use of alcohol, drugs, narcotics, chemicals or other type of material, are allegedly unable to practice their profession with reasonable skill and attention to the safety of patients, with the goal of getting the licensee into evaluation, treatment and monitoring for their recovery.

The needs/goals of the Nursing Peer Assistance Monitoring Program are aligned with

the current work the PA-PHP provides and our leadership and case work staff will have the ability to quickly ramp up their coordination with the PHMP and Board of Nursing to serve licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates through the PA-NHP.

PA-NHP will work in conjunction with PHMP and the Nurse Board to provide a peer assistance program for participants who are suffering from physical or mental impairment, such as substance use disorder, which may interfere in their job performance. The PA-NHP will also act as a liaison with community resources, maintain confidentiality and appropriately use constructive confrontation by colleagues.

The Professional Health Monitoring Program (PHMP) is a regulatory based program within the Bureau of Professional and Occupational Affairs (BPOA) and its goal is to protect the health and safety of all citizens within the Commonwealth from impaired practitioners. The PA-NHP will augment these services with credible peer assistance services, intensive monitoring and verify compliance with the PHMP and peer assistance program's requirements. In concert with the PHMP, the PA-NHP will perform direct case management or review of all licensed nurse, licensed dietitian-nutritionist, temporary practice permit holder or licensure candidate cases, both VRP and DMU.

The PA-NHP will monitor all cases referred by PHMP according to the requirements of the Nurse Board's consent agreement and order. The PA-NHP will provide services with a mindfulness of the requirements set forth in the Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8. The PA-NHP is committed to protecting the citizens of the Commonwealth from impaired licensees. The following services will be provided by the PA-NHP for all cases referred by the PHMP for joint monitoring: 1) Assist in maintaining the monitoring agreement, in concert with PHMP; 2) Arrange for workplace monitoring; 3) Hold clinical case conferences 1-2 times per week; 4) Provide comprehensive case reviews for each participant and report to the PHMP on compliance with all aspects of the program including: evaluation and therapy/treatment reports; meeting attendance reports, workplace monitor reports; and medical reports obtained from licensed health care practitioners who are prescribing controlled substances, mood-altering drugs, or caution legend (prescription) drugs to participants for an illness or medical condition; 5) Confront participants who are in non-compliance with their agreements; 6) Meet with participants as needed to resolve compliance or recovery issues; 7) Meet with PHMP representatives to review case files; 8) Provide quarterly progress reports to PHMP regarding a participant's status based on recovery documentation; 9) Provide immediate notification to PHMP when the contractor has obtained information indicating a participant may have violated his/her consent agreement and board order.

The PA-NHP agrees that no individual (licensed nurse, licensed dietitian-nutritionist, temporary practice permit holder or licensure candidate) will be enrolled in PHMP's VRP unless or until he/she has been provisionally enrolled by PHMP and has executed a consent agreement and order with the Pennsylvania State Board of Nursing. The PHMP will determine the actions to be taken in cases whereby evidence exists that a licensee has violated his/her consent agreement and board order.

## I-2. QUALIFICATIONS.

- A. **Contractor Qualifications.** The contractor must have specialized knowledge and experience in providing peer assistance and monitoring services to health care professionals. The contractor must also have a working knowledge of the Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8.

### ***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-2-A: Contractor Qualifications:** As a program of the Foundation of the Pennsylvania Medical Society (Foundation), the Physicians' Health Program (PA-PHP) currently provides a peer assistance program to physicians, medical students, physician assistants, licensed dental professionals and podiatrists. The Foundation, through this RFP will establish the PA-NHP to provide a peer assistance monitoring program for licensees under the Pennsylvania State Board of Nursing. The PA-PHP and the PA-NHP are committed to protecting the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and attention to safety of patients by reason of illness, addiction to drugs or alcohol, or mental impairment.

If awarded this contract, the following services will be extended through the PA-NHP, to licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates and the PA-NHP will abide by all the terms set forth within this contract as it currently does for the participants it serves under the authority of the BPOA and respective Medical, Osteopathic, Dental and Podiatric state licensing boards.

To ensure the PA-NHP incorporates nuances germane to the State Board of Nursing and Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8, the PA-NHP will develop a comprehensive approach to understanding and meeting the essential needs of licensed nurses, licensed dietitian nutritionists, temporary practice permit holders and licensure candidates. First, the Foundation of the Pennsylvania Medical Society will contract with up to two (2) licensed nurses who will serve as advisors.

The Foundation has prospectively identified two nurses who have provisionally agreed to serve in an advisor role to the PA-NHP. Both nurse advisors are actively licensed in the Commonwealth of Pennsylvania. The nurse advisors will train and advise our existing medical directors and case work staff on issues germane to serving participants including licensed nurses, licensed dietitian nutritionists, temporary practice holders or licensure candidate participants and central to adhering to meeting the requirements of Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8. In addition, the

PA-NHP will establish a PA-NHP Advisory Committee modeled after the existing PA-PHP Advisory Committee. Members of the PA-PHP Nurse Advisory Committee will champion assistance, support, monitoring, prevention, and intervention services for members of the nursing and dietitian nutritionist professions.

The PA-NHP will provide outreach and education to nursing schools throughout the Commonwealth to build awareness of the PA-NHP. The PA-NHP will make outreach to the deans of each nursing school and connect with nursing leadership at health systems throughout Pennsylvania to provide education regarding PA-NHP resources and services for licensed nurses, dietitian nutritionists, temporary practice holders and licensure candidates. Lastly, the

PA-NHP will work collaboratively with current Pennsylvania Nurses Assistance Program (PNAP) participants and peer assistance monitoring provider to ensure a smooth transition and continuity of service with minimal disruption.

**B. Contractor Staff Qualifications.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, program director, case managers include the employee's name, and through a resume or similar document, the Project personnel's education and any experience in peer monitoring. For the professionally licensed staff, the contractor shall indicate the license number and state of issuance. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. At a minimum, contractor's proposed staff shall include at least one individual with:

1. An active Pennsylvania nursing license; and
2. A bachelor's degree (Master's degree preferred) in chemical dependency, sociology, social welfare, psychology, pharmacy, nursing, or a related field; and who shall be credentialed in addiction counseling.

#### ***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

##### **I-2-B: Contractor Staff Qualifications:**

**PROGRAM LEADERSHIP:** The leadership of the current PA-PHP program will provide leadership and oversight for the PA-NHP to ensure adherence to evidence-based practices and ensure consistency in approach, protocols, process and response for PA-NHP participants.

Leading our Physicians' Health Program (PA-PHP) is Tiffany Booher, MA, LPC, CAADC, CIP, CCSM a seasoned program director who has served in this role for the past three years. Ms. Booher's leadership and skill afforded the PA-PHP an incredibly smooth transition to a remote work environment during the COVID-19 pandemic. Her attention to detail and commitment to process improvement continues to not only guide the PA-PHP, but also serves as an experienced voice at the national level as part of a work group creating a credentialing process for PHPs nationwide.

If the contract is awarded to the Foundation of the Pennsylvania Medical Society, Ms. Booher will lead the transition effort to establish the PA-NHP at the Foundation. She will provide direct oversight for the hiring of essential staff to fulfill the service requirements for the Nurse Peer Assistance Monitoring Program and she will ensure that all tasks and services outlined within the RFP are fulfilled with the same level of service excellence currently offered at the PA-PHP.

In addition, three highly skilled licensed physicians, Charles Burns, MD, FASAM, Edwin Kim, MD, DABPN, MRO and Raymond Truex Jr., MD, FACS, FAANS serve as medical directors for the PA-PHP. The entire leadership team has a combined total of 123 years of healthcare experience. Dr. Truex and Dr. Burns, both persons in recovery, serve as authentic voices of hope to participants in the program. Our medical directors are responsible for overseeing the medical activities of the program including the review of participant drug tests and medications. The medical directors serve as a participant's advocate before licensure boards, credentialing groups, and other government agencies. The medical directors also provide presentations on

substance use disorder/impairment, physician burnout/stress, mental health and other topics as requested. All medical directors work on a part-time basis.

**Program Director, Tiffany Booher, MA, LPC, CAADC, CIP, CCSM (1 FTE) –**

**PA Licensed Professional Counselor - 010939**

Ms. Booher has been with the PA-PHP for the past 9.5 years, initially serving as a case manager before moving to case management supervisor in 2016 and ultimately Program Director in 2019. She has a BS in Elementary and Kindergarten Education with a concentration in Social and Behavioral Sciences and a MA in Applied Clinical Psychology. In addition, she is a Licensed Professional Counselor and holds certifications as a Certified Advanced Alcohol and Drug Counselor (CAADC #8316), Certified Intervention Professional (CIP #I0248) and Certified Case Manager (CCSM #8316) all obtained through the Pennsylvania Certification Board. She previously worked as a counselor for Roxbury Treatment Center and Gaudenzia, Inc. Ms. Booher is also a member of the American Counseling Association and a member of the Federation of State Physician Health Programs. (see APPENDIX D-1)

**Medical Director, Edwin Kim, MD, DABPN, MRO (.5 FTE) – PA MD-463998**

Dr. Kim is double board-certified in adult and addiction psychiatry and is a diplomate of the American Board of Psychiatry and Neurology. He holds additional certification as a medical review officer by the American Association of Medical Review Officers. Dr. Kim is a member of the American Psychiatric Association, American Academy of Addiction Psychiatry, Asian-American Caucus - American Psychiatric Association, American Society of Addiction Medicine and the Federation of State Physician Health Programs. (see APPENDIX D-2)

**Medical Director, Raymond C. Truex Jr., MD, FAANS, FACS (.5FTE) – PA MD 010475E**

Dr. Truex is backed by 56 years of clinical experience. He practiced neurosurgery in Reading, PA until his retirement in 2017. Dr. Truex is Board Certified in Neurological Surgery. He has worked with the PA-PHP for five years as a Medical Director. Prior to joining the PA-PHP, Dr. Truex served on the Foundation of the Pennsylvania Medical Society Board of Trustees as vice-chair for two years and chair for ten (10) years. Dr. Truex is a member of the American Society of Addiction Medicine and the Federation of State Physician Health Programs. (see APPENDIX D-3)

**Medical Director, Charles Burns Jr., MD, FASAM (.5FTE) - PA MD – 019709E**

Dr. Burns is backed by 47 years of clinical experience. He practiced urology in Kingston, PA until retirement. Dr. Burns was hired as a Medical Director for the PA-PHP effective June 1, 2023. Dr. Burns served as part of the PA-PHP Advisory Committee for ten (10) years including service as the Chair for three (3) of the ten (10) years. Dr. Burns is a member of the American Society of Addiction Medicine. (see APPENDIX D-4)

**CASE MANAGEMENT & ADMINISTRATIVE SUPPORT:** Our case management staff works directly with those being referred to gather the appropriate background information and current problems/concerns to make the appropriate evaluation/treatment recommendations.

They work with all evaluators/treatment centers and deal directly with the participant to follow through with recommendations. They ensure compliance with monitoring and serve as the main contact point for all our participants. Our Case Management Staff includes the following individuals:

**Case Manager, Melissa Devonshire, MBA, CADC, CCDP, (1 FTE)**

Ms. Devonshire has been with the PA-PHP for seven years. She holds a BS in Administration of Justice from Penn State University and an MBA from Alvernia College. Ms. Devonshire holds two certifications from the PCB as a Certified Alcohol and Drug Counselor (CADC #4354) and a Certified Co-Occurring Disorders Professional (CCDP #5919). She previously worked for TASK in Reading, PA doing evaluations for placement as well as court reporting network (CRN) evaluations for the PA Dept. of Transportation for DUI offenses. Ms. Devonshire has 20 years of experience working in the field of addiction. (see APPENDIX D-5)

**Case Manager, Katie Gruber, MSW, CADC, (1 FTE)**

Ms. Gruber has been with the PA-PHP for 7 years. She holds a BS in Addiction Counseling from Drexel University and a MSW from Temple University. Ms. Gruber also obtained a certification from the PCB as a Certified Alcohol and Drug Counselor (CADC #8672). She previously worked for Gaudenzia, Inc. for seven and a half years prior to her work with the PA-PHP. (see APPENDIX D-6)

**Case Manager, Kathleen Thiemann, LSW, ACM (1 FTE)**

Ms. Thiemann has served as a case manager with the PA-PHP for 3 years. She holds a BA in Communications/Public Relations from Pennsylvania State University and a MSW from Temple University. Ms. Thiemann is a licensed social worker for the Commonwealth (PA-LSW 135899) and is certified as an Accredited Case Manager (ACM) via American Case Management Association. In her case manager role, Ms. Thiemann provides case management services, facilitating the evaluation/treatment process for new and current participants. (see APPENDIX D-7)

**Assistant Case Manager, Alice Dunkin, BS, NAPT4, (1 FTE)**

Ms. A. Dunkin serves as an assistant case manager and has been with the PA-PHP for three (3) years. Ms. A. Dunkin provides administrative and professional support and assists in managing the dynamics of a varying caseload. Her responsibilities include, but are not limited to, taking check-in calls from participants, reviewing charts for compliance, processing releases, and entering reports. She holds a BS in Psychology from Allentown College Saint Francis De Sales. She also holds certification as an American Psychiatric Technician Association Certification Level 4 (NAPT4 #2019-080). Prior to her work with the PA-PHP, Ms. A. Dunkin worked in the social service and mental health field for 30 years. (see APPENDIX D-8)

**Compliance Assistant, Wendie Dunkin (1FTE)**

Ms. W. Dunkin has responsibility for all billing activities at the PA-PHP. She worked for the PA-PHP office from 1989 through 1995 and then returned in 2004 to the present. In total, she



has been with the PA-PHP for over 25 years. She opens all new case files for the PA-PHP, processes billing, helps maintain participant files, policies and procedures and assists with meeting planning for the PHP Advisory Committee and PHP community outreach and education. (see APPENDIX D-9)

#### **Executive Director, Heather Wilson, MSW, CFRE, CAE**

Ms. Wilson serves as the Executive Director of the Foundation for the Pennsylvania Medical Society (.3FTE) and is also the Deputy Executive Vice President for the Pennsylvania Medical Society (.7 FTE). She has been with the Foundation for eleven years. Ms. Wilson has a BS in Elementary and Early Childhood Education and a MSW from Temple University. Prior to employment at the Foundation, Ms. Wilson worked for Lancaster General Health for twelve years and The Salvation Army for eight years. Ms. Wilson is accountable to the Foundation Board of Trustees for all Foundation programs including the PA-PHP. Ms. Wilson meets quarterly with the program director and medical directors to review program processes and discuss opportunities for quality improvement. Ms. Wilson also provides education and outreach to various PA-PHP constituencies including donors, hospitals and county medical societies. At the national level, Ms. Wilson serves as secretary for the Federation of State Physician Health Programs board. (see APPENDIX D-10)

**PA-PHP Advisory Committee:** Currently, the PA-PHP is informed by an Advisory Committee comprised of representatives from each of the professional groups served by the PA-PHP (physicians, physician assistants and dental professionals). The Committee serves as an advisory council to the PA-PHP program reviewing policy, program implementation, best practices, and outreach. The committee meets three times per year.

Intentional care was given to have each license type served by the PA-PHP represented on the Advisory Committee. Current members of the PA-PHP Advisory Committee include: John Lepley, DO, Chair; Edward Jew, MD, Vice-Chair; Christopher Ware, MD, Secretary; Rebecca Borders, MD; Laura Delliquadri, PA; Suzanne Glossner, PA; Steven Heird, MD, Jagdeep Kaur, MD; John Mellett, DMD; Clifford D. Swift, III; Louis Verna, MAC, LPC, CIP; Jacob Widroff, MD.

**Creation of a PA-NHP Advisory Committee:** If awarded the contract to provide peer monitoring for licensed nurses and licensed dietician nutritionists, a separate PA-NHP Advisory Committee, focused on the needs of nurses and dietician nutritionists will be formed and supported by staff and the subject matter experts who currently share their expertise including legal counsel, Clifford D. Swift, III and former PA-PHP case manager, Louis Verna, MAC, LPC, CIP. In addition, Tracey Ziegler, BSN, RN will be added as a nurse advisor. The remainder of the committee will include individuals in recovery representing nurses and dietician nutritionists.

**Nurse Advisors:** If awarded the Nursing Peer Assistance Monitoring Program contract, the PA-PHP will contract with at least two (2) nurses to serve as program advisors. Both advisors are currently employed by the Foundation of the Pennsylvania Medical Society

Tracey Ziegler, BSN, RN, an actively licensed nurse in the Commonwealth of Pennsylvania (#

RN-510618-L) will serve as a Nurse Advisor providing guidance to the PA-PHP leadership and case management staff. Ms. Ziegler is currently employed by the Foundation as its LifeGuard® Program Director. A respected member of the nursing community in Dauphin County, Ms. Ziegler is an astute experienced nurse who excels at implementing, coordinating, and evaluating clinical and operational programs. (see APPENDIX D-11)

Marcia Lammando, RN, BSN, MHSA, an actively licensed nurse in the Commonwealth of Pennsylvania (#RN-215966-L). As the former Program Director for the Foundation of the Pennsylvania Medical Society's LifeGuard Program, a nationally recognized clinical skills assessment program for physicians and physician assistants, Ms. Lammando is well versed in the importance of adhering to the regulations and laws for each licensing board served by LifeGuard. Ms. Lammando will focus her efforts on training and orienting our PA-NHP Medical Directors and staff regarding the requirements set forth by the Pennsylvania State Board of Nursing and Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8. (see APPENDIX D-12)

To support the PA-NHP, the Foundation will hire at least 4 additional case workers, an administrative assistant and a full-time outreach coordinator to meet with each of the nursing schools and nursing leadership at health systems throughout the Commonwealth. A general overview of the responsibilities and requirements for each position is listed below:

**ADMINISTRATIVE ASSISTANT (1 FTE), providing administrative support to all aspects of clinical services for the PA-NHP.**

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Coordinate daily processes and provide support to all aspects of PA-NHP services.
- Manage incoming clinical correspondence and direct to appropriate personnel.
- Scan and electronically file all participant documentation.
- Support the Compliance Assistant with aspects of reporting related to toxicology program results, prescription management, and notifications, conferring with Medical Directors, Program Director, or Case Managers based on established programmatic protocols and guidelines.
- Oversee confidentiality protocols, including management of all releases of information, preparation, distribution, and collection.
- Maintain electronic databases and participate in random database audits.
- Greet office guests and program participants
- Perform other duties as assigned

**CASE MANAGER (4 FTE): providing case management services to PA-NHP participants. Case managers hired to work with PA-NHP participants will have at a minimum an active Pennsylvania nursing license or a bachelor's degree (Master's degree preferred) in chemical dependency, pharmacy, sociology, social welfare, psychology, nursing, or a related field; and who shall be credentialed in addiction counseling.**

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide intake and referral services for participants
- Assist in the maintenance of a monitoring agreement by taking check in calls and gathering collateral information for participants that demonstrate compliance with the agreement including evaluation/therapy reports, toxicology testing, workplace monitor reports, meeting attendance reports, medical reports
- Participate in clinical case conferences
- Confront participants with regard to compliance issues
- Meet with participants to resolve compliance or recovery issues
- Meet with PHMP staff to review case files, provide quarterly reports to the PHMP on participant's status based on recovery documentation, provide notification to PHMP when a participant may have violated his/her consent agreement and order

STATE-WIDE OUTREACH COORDINATOR (1 FTE), developing and cultivating relationships between PA-NHP and nurse-focused centers for education, employment and training entities such as: Hospitals, private practices, and other healthcare facilities; Colleges with Schools of Nursing; Community organizations; Nursing Associations and Student Nurse Associations

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Conduct training sessions and presentations about PA-NHP services to the above-mentioned entities and individuals within the Nurse Professional Community
- Develop and cultivate relationships with nursing leadership to build awareness of PA-NHP and its goal of reaching nurses before their impairment reaches the attention of the Pennsylvania State Board of Nursing
- Attend and exhibit at various nursing conferences and other educational opportunities where nurses are present

- C. **Prior Experience.** Include experience in peer monitoring program to licensed health care professionals. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

#### ***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-2-C: Prior Experience:** The Pennsylvania Medical Society established the Physicians' Health Program (PA-PHP), a peer-assistance monitoring program, in 1975. The PA-PHP began as a volunteer-based impaired physician program. In 1988, the Pennsylvania Medical Society responded to the growing need for services by hiring a medical director and case managers. The Foundation of the Pennsylvania Medical Society assumed administration of the program in 1989. Our collective 48-year history makes us one of the most established and nationally

respected PHPs in the United States providing services to over 4,500 participants since inception.

The Foundation of the Pennsylvania Medical Society, Physicians' Health Program will establish and support the Pennsylvania Nurses' Health Program (PA-NHP) to fulfill the requirements of the Nurse Peer Assistance Monitoring contract from its office at 400 Winding Creek Road in Mechanicsburg, PA 17050. PA-NHP staffing levels will be appropriate to manage all check-in calls during peak volumes including early mornings and the end of the month by utilizing a staggered staffing schedule. Staff are cross-trained to provide complete service to a participant at the time of check-in. Resumes and/or curricula vitae are provided for each current staff member. (see current staff /nurse advisor CV's APPENDIX D: 1-12)

The newly formed PA-NHP will provide services for participants consistent with the services provided at the PA-PHP. We will offer active case management and monitoring services and serve as a present partner with the Pennsylvania State Board of Medicine. Program director, Tiffany Booher will attend Nurse Board meetings to establish and build rapport with licensing board members. For board licensees with diagnoses of substance use disorder or severe mental health illness, PA-NHP will provide a voluntary, non-disciplinary option to receive treatment, establish a recovery program and subsequent eligibility to practice.

Our capacity to deliver service through the PA-NHP is demonstrated by our current level of service provided by the PA-PHP including active case management and monitoring services for approximately 310 individuals. We are a trusted partner to the State Boards of Medicine, Osteopathic Medicine, Dentistry, and Podiatry and a member and contributor to the collective work of the Federation of State Physician Health Programs (FSPHP). Our Program provides monitoring services to physicians, physician assistants, medical students, dentists, dental hygienists, expanded function dental assistants, dental students, veterinarians, veterinary students, and podiatrists across the Commonwealth.

Consistent with the practices of the PA-PHP, the PA-NHP will sanction a full continuum of care by independent substance use disorder evaluation and treatment providers, which utilize the American Board of Addiction Medicine patient placement criteria. Treatment plans range from detoxification services and outpatient care, to short- and long-term residential treatment. Prevention, early intervention and recovery support services will be the cornerstones of the PA-NHP.

The PA-NHP will deploy the same philosophy and level of service currently provided by the PA-PHP. Over the years, PA-PHP medical directors and staff have spent many hours in meetings with representatives of the BPOA and the legal office, providing case material and testimony and reporting case status to the Bureau. The PA-PHP has successfully monitored physicians and other health professionals suffering with substance use disorders and mental health disorders. The PA-PHP believes that a well-coordinated plan which outlines participant responsibilities and holds them accountable is essential. The PA-PHP provides a seamless monitoring process that minimizes the risks associated with relapse. The PA-PHP also works with other PHP programs across the United States to ensure smooth transitions of monitoring when participants are transferring their practice from one state to another.

The PA-PHP is an active member of the Federation of State Physician Health Programs (FSPHP) and participates in the development of common objectives and goals, the development of standards, and creation of education to provide advocacy for physician and other safety-sensitive health practitioners and their health issues at local, state, and national levels. Several states currently offer peer assistance monitoring services for nurses and the PA-NHP will

leverage our relationship with other states through our FSPHP membership to share best practices and information related to current and emerging evaluators and treatment providers for nurses and dietician nutritionists.

Contact Information for the Program Director for the PA-PHP, and proposed PA-NHP, is as follows:

Ms. Tiffany Booher, MA, LPC, CAADC, CIP, CCSM

Email: [tbooher@pamedsoc.org](mailto:tbooher@pamedsoc.org) or [PHP-foundation@pamedsoc.org](mailto:PHP-foundation@pamedsoc.org)

Phone: 717-558-7819

- D. Services Available.** List all available services that are offered to the participants enrolled in your organization's programs and the cost to the participants for those services. Use **Appendix A** to list all available services that are offered to the participant. If there is a range of costs for a service, please provide the breakdown of the costs.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-2-D: Services Available:** A listing of costs for licensed nurses, licensed dietician nutritionists, temporary practice permit holders and licensure candidates to receive services from the PA-NHP in coordination with the PHMP is listed below with the cost differential for licensed nurses, licensed dietician nutritionists, temporary practice permit holders and licensure candidates as it applies to the fees for case initiation and monthly monitoring.

Recognizing that some individuals coming into the PA-NHP program may have significant financial resource limitations, the Foundation of the Pennsylvania Medical Society will begin a fundraising campaign within nursing communities to establish a fund for participants who may need financial assistance to pay for drug testing or monitoring services. Once established, the PA-NHP Participant Assistance Fund will be made available for licensed nurses, licensed dietician nutritionists, temporary practice permit holders and licensure candidates and is subject to verification of participant need by the PA-NHP case manager and the availability of resources within the assistance fund. (See **APPENDIX A**)

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

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;

5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

**Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:**  
**I-2-E: Subcontractors:** The subcontractors listed below will provide drug testing for PA-NHP participants and legal services to guide the PA-NHP.

Affinity eHealth Inc. serves as the third-party administrator for drug testing for PA-NHP participants. In addition, Affinity provides the case management software utilized by the PA-NHP which includes IT support.

1. Name: Affinity eHealth Inc.
2. Primary contact: Joe Sanders, IT Manager, [jssander@affinitysolutions.com](mailto:jssander@affinitysolutions.com)
3. Address: 5400 Shawnee Ave. Suite 306. Alexandria, VA. 22312
4. Services: drug testing, case management software and support
5. Number of employees assigned to the project: three (3)

Soberlink, Inc. provides remote alcohol monitoring technology and testing

Name: Soberlink, Inc.

Primary contact: Laura Crossett, Brian Wegener, Andrew Bunker

Address: 16787 Beach Blvd #211, Huntington Beach, CA 92647

Services: remote alcohol monitoring and support

Number of Employees assigned to the project: three (3)

Clifford D. Swift, III, Esquire serves as outside counsel to the PA-NHP as necessary. Mr. Swift has worked with the PA-NHP for five years.

1. Name: Clifford Swift, III
2. Primary contact: Clifford Swift, III, [cswift@cdswiftlaw.com](mailto:cswift@cdswiftlaw.com)
3. Address: PO Box, 9030, Lancaster, PA 17604-9030
4. Services: Legal counsel
5. Number of employees assigned to the project: one (1)

- F. **Cost Submittal.** Contractors shall complete and submit **Attachment A**, Cost Submittal. No assumptions or modifications are acceptable.

**Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:**

**I-2-F: Cost Submittal:** The PA-NHP has completed and submitted **Attachment A**.

The PA-NHP understands and agrees that no assumptions or modifications to the cost submittal are acceptable.

- G. **Contractor Statistics.** To assist the Commonwealth in evaluating the scope of services offered and the volume of individuals receiving services from the contractor, the contractor shall provide the requested statistical information on **Appendix C**.

**Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:**

**I-2-G: Contractor Statistics:** The scope of services offered, and the volume of individuals

served by the PA-PHP is attached in Appendix C.

The volume of individuals served by the PA-PHP over a three-year period is an unduplicated count. Annually, on average, the PA-PHP serves over 340 participants.

The current PA-PHP leadership will plan for expansion of its services to meet the needs of PA-NHP clients. Our annual budget process will include planning to accommodate for the additional staff and resources essential to providing PA-NHP services.

**I-3. TRAINING.** If appropriate, indicate recommended training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-3: TRAINING:** It is critical for our program director, medical directors and case management staff to maintain current knowledge in addiction medicine treatment and monitoring. Annual attendance at either the Federation of State Physician Health Programs Conference and/or the Annual American Board of Addiction Medicine (ABAM) conference is required for Medical Director, Edwin Kim, MD to maintain his DABAM credentials. He annually completes 26 CME credits in addiction medicine.

In addition, the case management staff and program director routinely secure the appropriate number of credits to maintain their various certifications or license. Yearly, each staff member participates in at least 20-25 hours of continuing education to maintain their respective certifications/license. The PA-NHP will search for cost-efficient, local or on-line courses to meet continuing education requirements, but occasionally travel is required to attend courses in other regions of the Commonwealth or close-by surrounding states.

The PA-NHP will leverage its nurse advisors, Ms. Lammando and Ms. Ziegler to provide a comprehensive overview of the needs of nurses and dietician nutritionists as it relates to providing peer monitoring services that support the participant finding recovery. They will also assist with ensuring all PA-NHP staff have a solid working knowledge of the requirements set forth by the Pennsylvania State Board of Nursing and Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8.

**I-4. FINANCIAL CAPABILITY.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-4: FINANCIAL CAPABILITY:** The Foundation of the Pennsylvania Medical Society (Foundation) which houses the Physicians' Health Program (PA-PHP) is a 501-c-3 not for profit organization incorporated in the state of Pennsylvania. The Foundation is financially stable and compliant with all financial requirements including 35 plus years of clean audit reviews. The Foundation has 15 months of cash on hand in general reserves and endowments as well as a \$5.5 million dollar permanently restricted endowment solely dedicated to the PA-PHP with an annual spending rule to support program operations. The Foundation maintains the financial stability and economic capability to perform the RFP NO. 6100057115, Nurse Peer Assistance Monitoring Program contract requirements.

## **I-5. REQUIREMENTS.**

**A. Estimated Number of Participants the Contractor will be responsible for monitoring in concert with PHMP.** During the last five-year contract period, PHMP had approximately 750 – 900 open files on participants or potential participants whose evaluation and/or monitoring will likely be referred to the vendor awarded the contract. The contractor will be responsible for evaluating and monitoring additional participants as they are referred to PHMP throughout the contract term. The number of participants will fluctuate throughout the contract term as existing participants are released from monitoring and new participants become enrolled in the program.

1. Based on prior experience, BPOA estimates that PHMP will be referring approximately 60 - 80 individuals per month to the contractor for evaluation and/or monitoring. However, this is only an estimate. Participation in the program is optional on the part of the individual. BPOA cannot guarantee a fixed minimum or maximum number of referrals due to the fluctuation in referrals made to PHMP caused by factors beyond BPOA's control.
2. BPOA estimates that approximately 70 percent of the individuals referred to PHMP will agree to cooperate and will submit to a PHMP-approved evaluation to determine whether or not they are eligible for enrollment in the program. In PHMP's experience, an average of 40 percent of those who choose to cooperate with PHMP will be assessed with an impairment making them eligible for enrollment in the program.

### ***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-5-A: Estimated Number of Participants:** Upon notice that the Foundation is selected to provide the contracted services for the Nurse Peer Assistance Monitoring Program, the Foundation will expand its staff by adding at least four (4) full-time case managers, an administrative assistant and outreach worker to support the needs of the participants currently enrolled in the PNAP. The Foundation is confident that it can expand its staff to meet the needs of BPOA, the PHMP including the approximated 60-80 referrals per month.

## **B. Closing Participants Files.**

1. The contractor shall not close an individual's file during the evaluation phase of a PHMP referred case until such time that PHMP determines whether the individual requires monitoring and PHMP has the information necessary to initiate the monitoring of the case.
2. Should the contractor choose to close a participant's file that is being jointly monitored by the contractor and PHMP prior to PHMP closing the participant's PHMP file, the contractor shall do the following prior to closing the participant's file:
  - a. Provide both PHMP and the participant with no less than three weeks'



- written notification of the contractor's plan to close the participant's file and the specific reason(s) for the file closure; and
- b. Provide PHMP with a complete electronic copy of the participant's contractor file upon notification of the decision to close the participant's file.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-5-B: Closing Participant Files:** The PA-NHP will not close an individual's file during the evaluation phase of a PHMP referred case until the PHMP determines whether the individual requires monitoring and the PHMP has the information necessary to initiate the monitoring of the case.

Should the PA-NHP choose to close a participant's file that is jointly monitored by the PHMP and PA-NHP prior to the PHMP closing the participants PHMP file; the PA-NHP will provide the PHMP and the participant with a written notice at least three (3) weeks in advance and the notice will include the specific reason(s) for closing the file. In addition, the PA-NHP will provide the PHMP with a complete electronic copy of the participant's PA-NHP file at the time of notification of the decision to close the participant's file.

As a general rule, the PA-NHP will not close the files of participants served jointly by the PHMP and PA-NHP.

**C. Special Populations/Case Types. - Tiffany please respond here**

1. The contractor shall specifically describe any current policies of the contractor's program related to case types/special populations of nurses or dietitians whereby the contractor will not monitor when referred by PHMP to be monitored by the contractor in conjunction with PHMP.
2. The contractor shall specifically identify any circumstances that would lead to the contractor discontinuing monitoring of a nurse or dietitian case being monitored in conjunction with PHMP prior to the Nurse Board issuing a Final Order that either dismisses and/or terminates the licensee's PHMP participation.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-5-C: Special Populations/Case Types:**

**Medication-Assisted Treatment for Opioid Use Disorder:**

The PA-PHP's current MOUD policy states that the PA-PHP doesn't support the use of methadone due to the impairing nature and possibility of a significant negative drug reaction; our policy supports the monitoring of safety-sensitive workers on buprenorphine. However, the PA-NHP will accommodate nurses who are already on methadone by way of accepting collateral of the already-completed neurocognitive testing.

The PA-NHP recognizes the utility of all evidence-based medications for opioid use disorder (MOUD); and in accordance to the standard of monitoring safety-sensitive workers, will continue to request evaluators to consider all forms of MOUD, their indication, any alternatives, and incorporate into monitoring after case-by-case consideration. Also, according to current standard of practice, the PHP will encourage practitioners to consider continued use of opioid

agonists for pain for nurses with appropriate indications.

The PA-NHP will commit to a continual review of the MOUD policy with its PA-PHP and PA-NHP Advisory Committees and medical directors to be inclusive of the needs of all participants served by the PA-PHP and PA-NHP. Our continued review process will enable the leadership of the PA-PHP and its PA-NHP program to be consistent and nondiscriminatory in its processes and practices for all participants.

#### Sexual Boundary Violations and Sexual Disorder:

The Physicians' Health Program (PHP) receives referrals of all kinds from a wide variety of referral sources. At the time of an initial referral, neither the referring agent, the referred physician or other eligible healthcare professional, nor the PHP representatives handling the referral know the true nature or extent of the problem at hand. Until an adequate clinical assessment and staffing are completed, the PHP cannot determine either a primary diagnosis or a course of action. Therefore, the PHP does not attempt to limit referrals to the PHP. We accept all referrals of physicians and other eligible healthcare professionals with health concerns. We will facilitate adequate clinical assessment and make recommendations for all such referrals.

An important distinction must be made between sexual boundary violations and the more general diagnostic category of sexual disorders. Sexual boundary violations, by definition, involve inappropriate contact and potential physical or emotional harm to another individual. Sexual disorders encompass a large spectrum of disorders and do not necessarily involve harm to another.

When the assessment reveals a diagnosis of sexual disorder and monitoring is indicated, in the absence of boundary violations and apparent threat to patients, then the disorder can be monitored by the PHP in a fashion similar to other psychiatric disorders. Independent evaluation with recommendations for therapy will be obtained. Regular reports will be obtained from the treating clinicians as well as collateral reports from others such as coworkers, family, supervisors, etc. who observe the participant in their regular duties. This is obtained whether the sexual disorder is independent or accompanied by co-occurring mental health or substance use disorder.

When the assessment reveals the diagnosis to involve sexual boundary violations it is the policy of the PHP Advisory Committee that the healthcare professional be provided with support, information and referrals for appropriate evaluation/treatment. Upon receipt of a diagnosis, it is the policy of the PHP Advisory Committee that these healthcare professionals are not enrolled in a monitoring agreement with the PHP until the PHP Medical Director, after consultation with evaluators and treatment providers, provides written approval to do so. This policy recognizes the inherent difficulty of monitoring behavior and the risk of recidivism.

#### Medical Marijuana:

Marijuana is a mind- and mood-altering substance. Monitoring marijuana is difficult. Urine testing cannot determine whether the use took place during work hours. Urine drug tests remain positive for marijuana for a long and variable period. Blood and urine levels do not correlate well with cognitive impairment.

Medicinal marijuana is used for debilitating illness under specific categories. If a participant of the PHP with patient care responsibilities has a condition for which medicinal marijuana is the

only form of effective treatment, then the individual can take a leave of absence from work or school due to the underlying condition. A participant who needs medicinal marijuana will refrain from practice until the condition has resolved—allowing the cessation of use. The PHP Medical Director can speak to the participant and their treatment team to determine if there are alternative therapeutic options.

Participants can remain in monitoring if they are willing to cease practice and have monthly medical reports sent to the PHP regarding the use of medicinal marijuana.

In order to be approved to return to practice, a participant must stop the use of medicinal marijuana and submit three consecutive negative urine drug tests. In collaboration with the PHMP, PA NHP will consider supporting a return to work for special cases when required by PHMP.

**D. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

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

***Foundation of the Pennsylvania Medical Society, Nurses’ Health Program Response:***

**I-5-D: Emergency Preparedness:** If a pandemic or other disaster should occur, the Foundation of the Pennsylvania Medical Society, and its PA-PHP and proposed PA-NHP will ensure continuity of service by providing services for participants remotely from home offices. The essential staff and technology to provide service is outlined in

the Foundation's Continuity of Operations Plan. The Foundation has demonstrated that operations will be impacted minimally as the PA-PHP has previously deployed and practiced its Continuity of Operations Plan during severe weather and the COVID-19 pandemic.

At a minimum, the Foundation's Continuity of Operations Plan (COOP) is disseminated to all Foundation employees and put into action for all Foundation employees, including PA-PHP and PA-NHP staff, at least two times per year. The Continuity of Operations Plan is attached (see APPENDIX G). This plan outlines the services provided, the staff who will provide the service, the chain of notification and command and the plan to control the spread of disease if a contagion prevents staff from coming to a central workplace for a sustained period of time. All services can be provided telephonically and electronically as necessary by using a secure electronic DocuSign feature to obtain PA-NHP participant consent to enroll in the PA-NHP and to communicate with the PHMP and Nurse Board. In addition, when working remotely, PA-PHP staff are, and PA-NHP staff will be, required to work in an office or home environment that maintains a secure confidential space to secure participant information and ensure confidentiality during telephonic case management.

As an affiliate of the Pennsylvania Medical Society, the Foundation of the Pennsylvania Medical Society has its IT systems tested annually for cyber security risks and threats by a third party. This testing is an annual requirement of our cyber insurance carrier. Annually, staff complete cyber security training and are tested throughout the year to ensure they are implementing required precautions.

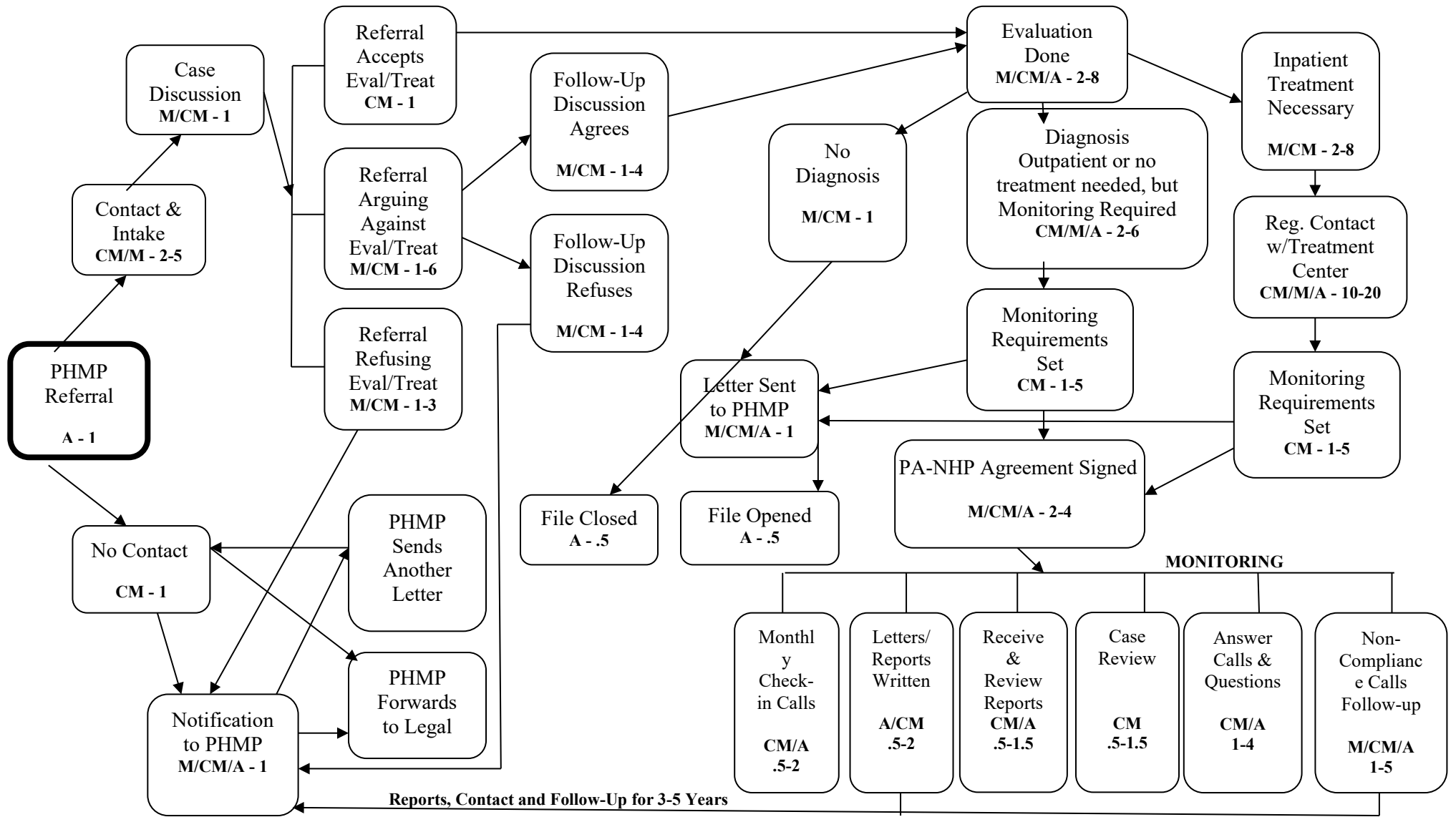
- E. Confidentiality, Privacy, and Compliance.** The Offeror will comply with all applicable laws or regulations to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). It is understood that **Appendix B**, Commonwealth of Pennsylvania Business Associate Agreement (BAA), HIPAA Compliance, is only applicable if and to the extent indicated in the Contract.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-5 -E: Confidentiality Privacy and Compliance:** The Foundation will abide by HIPPA requirements, as well as 42 CFR, Part 2.

**I-6. TASKS AND SERVICES.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. All references to the term "days" within this section shall mean business days.

**Foundation of the Pennsylvania Medical Society Nurses' Health Programs – PERT CHART**



**KEY: A=Administrative; CM=Case Managers; M=Medical Director Minimum Hrs./Maximum Hrs.**

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6: TASKS and SERVICES:** The PA-NHP will have individuals evaluated by a clinician who is competent and skilled in dealing with safety sensitive health care professionals. Once evaluated, the PA-NHP will recommend treatment facilities that have a professional and/or safety sensitive track, if needed, or connects them with the appropriate level of care for treatment.

The PA-NHP will offer 5-year monitoring agreements because the empirical data indicates that is the best time frame for long-term recovery. Because the PA-NHP is a voluntary program, licensed nurses, licensed dietitian-nutritionists, temporary practice permit holders or licensure candidates can leave the PA-NHP program when they complete their program with the PHMP . The monitoring agreement includes drug testing (both urine and phosphatidylethanol [PEth], hair or nail testing when indicated), individual and group therapy as recommended, 12-step meeting attendance, psychiatric medication management as recommended, quarterly reports from a workplace monitor and a peer monitor as well as monthly check-in calls to the PA-NHP office. The PA-NHP also assists those involved with the PHMP to maintain compliance with their BPOA agreement.

**A. Tasks.**

1. PHMP will notify the contractor of each participant who must be evaluated and enrolled in the program for monitoring. The contractor shall perform all tasks and services necessary for enrolling participants in the monitoring program, including, but not necessarily limited to:
  - a. Interview individuals to discuss their understanding of the referral;
  - b. Obtain detailed history from individuals of their substance use/abuse and drug and alcohol and/or mental health treatment and medical history;
  - c. Assess willingness to cooperate with evaluation and treatment recommendations;
  - d. Educate individuals on the benefits of cooperating with the contractor's program and PHMP, and, if eligible, enrolling in the program;
  - e. Arrange evaluations by providers approved by the contractor's program and/or PHMP;
  - f. Review assessment results;
  - g. Discuss assessment results and make recommendations to licensees and PHMP;
  - h. Notify PHMP of the individual's willingness to comply with recommendations;
  - i. Assure participants comply with all practice restrictions while seeking enrollment in the program;
  - j. Execute monitoring agreements for nurses or dietitians willing to enroll; and
  - k. Conduct face-to-face interviews with participants.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-1a: Interview individuals to discuss their understanding of the referral**

The PA-NHP will receive the referral name and a brief background from the PHMP. The PA-NHP will interview the individual and discuss their level of understanding of the referral.

**I-6. A-1b: Obtain detailed history from individuals of their substance use/abuse and drug and alcohol and/or mental health treatment and medical history**

A PA-NHP case manager will obtain detailed history from the individual of their substance use and drug and alcohol/or mental health treatment and medical history. Several calls may be required to gather a full history, and a medical director will speak to participants, if necessary, to complete the intake. Releases will be requested to receive any previous treatment or monitoring details and to talk with the referral source.

**I-6. A-1c: Assess willingness to cooperate with evaluation and treatment recommendations**

During interviews the PA-NHP case manager will assess the individual's willingness to cooperate with an evaluation and treatment recommendations.

**I-6-A-1d: Educate individuals on the benefits of cooperating with the PA-PHP's program and PHMP, and, if eligible, enrolling in the program**

The case manager will educate the individual on the benefits of cooperating with the PA-NHP and PHMP. The medical director also becomes involved in these conversations if they are reluctant to follow through with recommendations.

**I-6. A-1e: Arrange evaluations by providers approved by the contractor's program and/or PHMP**

Once the required information is gathered, the medical director and case management team will determine the best referral for an evaluation. The criterion for the decision-making process includes the need for a one-day or a residential evaluation, prior placement for evaluations, truthfulness of the individual, and the complexity and acuity of the impairment. The case manager will provide the individual with the contact information for at least three evaluation providers. Case managers will follow up with the individual to ensure an evaluation is secured. If the individual refuses to go for an evaluation, this information will be reported to the PHMP and the individual will be advised of the consequences for non-compliance.

PA-NHP staff will follow up with the evaluators to assure that appointments are scheduled, the individual attended the evaluation, and make sure that appropriate releases have been signed to ensure the PA-NHP receives the evaluation results.

**I-6. A-1f and A1g: Review assessment results AND Discuss assessment results and make recommendations to licensees and PHMP**

The evaluations are discussed with the medical director and the case management team to determine next steps including: the case can be closed due to no diagnosis given by the evaluator; further comprehensive evaluation is needed (neuropsych, inpatient, etc.); treatment is recommended, and referral is needed; monitoring appropriateness. The case management team will discuss the evaluation results and communicate recommendations to licensees and the PHMP. This process may require several telephone calls with the evaluator, treatment provider, licensee or the PHMP office.

**I-6. A-1h: Notify PHMP of the individual's willingness to comply with recommendations**

If treatment is recommended, the PA-NHP will notify the PHMP by encrypted email of the individual's willingness to comply with treatment recommendations. If there is no diagnosis given by the evaluator, the PHMP will be notified by letter and the case will be closed. If there is a diagnosis given and inpatient treatment is not needed, the PA-NHP will review the case and work with the evaluator to determine the appropriate level of

care for treatment. If treatment is not required but monitoring is recommended, PA-NHP will notify the PHMP in writing of any diagnoses and the monitoring plan.

If inpatient treatment is recommended, the case manager will notify the licensee and provide them with at least three treatment facilities to contact. The PHMP will be notified of the individual's willingness to comply with the recommended treatment facility options. Appropriate releases will be obtained to communicate with the workplace and the chosen treatment facility. The PHMP will be notified by the PA-NHP in writing of the diagnosis/diagnoses and the inpatient treatment placement. Inpatient treatment can last for a few days or three months depending on the diagnosis/diagnoses and progress made by the individual. During this time, the PA-NHP staff will maintain weekly contact with the treatment center to receive updates on progress in treatment and to assist in arranging the appropriate follow-up care. In certain circumstances, a referral to another treatment facility may be recommended.

The licensee has the opportunity for a second opinion evaluation if they are arguing against evaluation or treatment, the second opinion evaluation is discussed with the case managers and medical directors. The PA-NHP will maintain a vast network of professionals in various parts of the state who perform evaluations. In some cases, an evaluation must be done at a residential facility.

#### **I-6. A-1i: Assure participants comply with all practice restrictions while seeking enrollment in the program**

The PA-NHP will also ensure that individuals comply with all practice restrictions while seeking treatment and pursuing enrollment in the PA-NHP monitoring program. The PA-NHP will clarify with the evaluator/treatment provider if the referral should continue to work until inpatient treatment is started. If the recommendation is made that they should not return to work, the PHMP will be notified.

#### **I-6. A-1j: Execute monitoring agreements for licensed nurses, licensed dietician-nutritionists, temporary practice permit holders or licensure candidates, willing to enroll**

The PA-NHP will execute monitoring agreements for licensees willing to enroll. The PA-NHP works closely with evaluators and treatment facilities to ensure that treatment recommendations are followed. The agreement is adjusted to provide the appropriate therapy and drug testing as necessary.

#### **I-6. A-1k: Conduct face-to-face interviews with participants**

The participant may report to the PA-NHP office located in Mechanicsburg, Pa. in order for the PA-NHP to conduct face-to-face interviews with participants to complete the enrollment process. However, for the safety of the PA-NHP staff and participants during and post the COVID-19 pandemic or any other contagion outbreak, the PA-NHP can complete interviews and agreement signings virtually using zoom.

When an individual signs a monitoring agreement with the PA-NHP and has a PHMP agreement (either VRP or DMU), written quarterly reports to the PHMP will be scheduled and provided through the end of their VRP or DMU agreement. All requirements of the PA-NHP monitoring agreement are reviewed during the face-to-face meeting in person or virtually.

Case reviews are completed quarterly, and participants are notified to bring their file up to date. When participants fail to comply with the requirements of their monitoring



agreement, it will be reflected in the quarterly reports sent to the PHMP. Any positive drug testing will be discussed with the participant and reported to the PHMP within 12 hours of receiving the positive test report or within 48 hours (allowing for weekend results) of receiving the positive report. The PA-NHP will communicate any follow-up evaluations/treatment recommendations to the participant and to the PHMP.

2. The contractor shall establish a toll-free telephone number through which each participant will be able to contact the contractor. The toll-free number shall be operational upon the effective date of the contract and be accessible to the public 24 hours a day, seven days a week. The contractor shall have staff available to answer the toll-free telephone number weekdays from 8:00 AM to 5:00 PM Eastern Standard Time, excluding holidays recognized by the Commonwealth of Pennsylvania. During all other hours, the contractor shall have a confidential answering machine available for callers. In the event that a participant must leave a message, the contractor shall return the call within 24 hours or on the next business day. Where a message raises the possibility of harm or risk to the public, the telephone call shall be returned immediately and PHMP shall be notified as soon as possible. If a call of this nature is received after business hours, it shall be returned within one hour on the next business day. The contractor shall keep a log of all calls that includes the nature of the call, the response time and the resolution.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-2: Communication:** Currently, The PA-PHP maintains a toll-free telephone number (866)747-2255 or 866-PHP-CALL through which each participant can contact PA-PHP case managers and administrative staff. If awarded the contract to provide PA-NHP services, the Foundation will establish a separate business line or port the line currently used by PNAP (if appropriate) to ensure that licensees under the Nurse Board will connect directly with PA-NHP case management staff dedicated to serving licensed nurses, licensed dietician-nutritionists, temporary practice permit holders or licensure candidates.

A new, toll-free number dedicated to PA-NHP participants will be accessible 24 hours a day, seven days a week and will include a confidential voicemail. PA-NHP staff will be scheduled to answer phones from 8:00 AM to 5:00 PM Monday through Friday. The PA-NHP will utilize staggered scheduling to provide appropriate staffing levels to ensure that check-in calls are received during peak volumes including early mornings and the end of the month. Staff taking check-in calls will be cross-trained by current PA-PHP staff to provide complete service to the participant at the time of check-in.

Calls received after operating hours will be checked by PA-NHP staff immediately the next business day and return calls are made within three (3) hours. If an emergency call is received after hours, the caller is directed to contact the nearest emergency room. If the phone message raises the possibility of harm or risk to the public, the telephone call is returned immediately and the PHMP will be notified as soon as possible. A record of all calls, including the call's nature, response time and the resolution, are maintained in

the electronic client management system. This system can be remotely accessed by all PA-NHP staff providing emergency assistance and logging information in real-time after normal business hours.

3. The contractor shall establish a list of providers to refer licensees to for assessment and treatment. This list shall be available for use upon the effective date of the contract. All evaluators and treatment providers should be verified as professionally capable of diagnosing both chemical dependency/abuse and mental health impairments, or of recognizing the need for and arranging additional assessment to rule out either of these impairments if necessary. All providers must incorporate a support group requirement as a primary element of treatment and require ongoing active and consistent involvement in those programs in the continuing care plan.
  - a. The contractor shall use individuals and/or facilities to assess and/or provide treatment services to individuals referred by PHMP with the following qualifications:
    - i. Licensed physician with verified training and experience in the diagnosis and treatment of addiction; or
    - ii. Licensed psychologist with training and experience in the diagnosis and treatment of addiction; or
    - iii. An individual, or a staff member of a facility, licensed by the Division of Drug and Alcohol Program Licensure, Bureau of Community Program Licensure and Certification, Department of Drug and Alcohol Programs; or in the case of co-occurring diagnoses, the Office of Mental Health and Substance Abuse Services, Department of Public Welfare.
    - iv. Under no circumstance shall the assessment and/or treatment be performed by the following:
      1. An employee or board member of the Contractor;
      2. A provider with a contractual relationship with the Contractor;
      3. A provider with a business relationship with an employee of the Contractor; or
      4. A provider whose family member is an employee of the Contractor.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-3, Providers:** The PA-NHP will maintain an active list of in-state and out-of-state providers to refer individuals to for evaluation and treatment. All evaluators and treatment centers are verified as experienced in working with professionals and capable of diagnosing both substance use disorders and mental health impairments. The individuals and/or facilities utilized to assess and/or provide treatment services to individuals referred by PHMP meet one or more of the following qualifications including they are: 1) A licensed physician with verified training and experience in the diagnosis and treatment of addiction; or 2) A licensed psychologist with training and experience in the diagnosis and treatment of addiction; or, 3) An individual, or a staff member of a facility, licensed by the Division of Drug and Alcohol Program Licensure, Bureau of Community Program Licensure and Certification, Department of Drug and Alcohol Programs; or in the case of co-occurring diagnoses, the Office of Mental Health

and Substance Abuse Services, Department of Public Welfare.

All evaluators, treatment centers, and providers can arrange for additional assessment as needed. All evaluators and treatment centers utilized by the PA-NHP will incorporate a 12-step self-help fellowship as a primary element of treatment and require ongoing and active involvement in these programs in the continuing care plan and monitoring agreement. The PA-NHP will utilize individuals and/or facilities approved by the PHMP.

The PA-NHP is aware that we currently utilize many evaluators and treatment providers that are providing services to PNAP participants, therefore the disruption in service for most current nurse participants will be negligible.

The PA-NHP does not have a contractual relationship with any provider that violates the stipulations/requirements in the Nursing Peer Assistance Monitoring Program RFP. To avoid any perception of a potential conflict of interest, the PA-NHP does not accept philanthropic donations from evaluation, treatment or therapy providers. Current providers working with the PA-PHP will also work with PA-NHP participants, the list includes, but is not limited to:

#### Facilities in Pennsylvania for Evaluation/Treatment

Geisinger Marworth Treatment Center

Gateway Rehab

Providence Treatment Center

The Moore Resilient Group, LLC

#### Facilities out of PA for Evaluation/Treatment

Bradford Health Services

UF Health

Talbott Recovery Campus

Professional Renewal Center

Pine Grove Treatment Center

Vanderbilt University

Sante Center for Healing

Menninger Clinic

Acumen Assessments

Pavillon

Lakeview Health Palmetto

MARR

The Ridge  
Positive Sobriety Institute  
Palmetto

**Individual Outpatient Evaluators/Treatment Providers**

William Poray, LCSW, CAC  
Marina Goldman, MD  
Mary VanOsdol, LPC, NCC, BCPC, MAC, SAP, MSCP  
Jedidiah Baker, LCSW, CADC  
Fred Baurer, MD  
Paul Herman, PhD  
Christopher Royer, PsyD  
Reed Goldstein, MD  
John Massella, Ed.D.  
Bala Independent Medical Consultants  
Michelle Davis, MA, LPC, CADC  
Kathy Moore, MA, LPC, CAADC, CCS, CPT  
Amy E. Brown, LPC  
Danielle Heist, MS, LPC, CAADC, SAP  
Craig Liden, MD  
Lynn Appleby, RN, LCSW, CAADC  
Patricia O'Donnell, MS, LPC, CAADC  
The Moore Resilient Group, LLC

4. The Contractor shall attempt to develop a statewide network of peer monitors in an effort to assign each participant enrolled in the program to a peer assistance monitor, preferably who is a licensed PA nurse. Peer assistance monitors should possess a thorough knowledge of addiction and be familiar with PHMP.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-4, Peer Monitors:** The PA-PHP currently has a vast network of several hundred peer monitors across the Commonwealth. The PA-NHP will also establish a vast network utilizing current PNAP peer monitors. For new PA-NHP participants, a PA-NHP case manager will assign each participant enrolled in the program to a peer assistance monitor that is within reasonable distance to their home/workplace. If any problems arise, they will be assisted by the PA-NHP case management team.

For its current participants, the PA-PHP requires one (1) meeting with a peer assistance monitor per month. The frequency of peer assistance monitoring for nurses is two (2) times per month with at least one face-to-face meeting monthly. If awarded the contract,

the PA-NHP will adjust its peer assistance monitoring requirements for participants to align with the two times per month Nursing Peer Assistance Monitoring requirements set forth by the BPOA.

5. The contractor shall execute monitoring agreements with participants who are under a consent agreement and order to be monitored by PHMP. The vendor's monitoring agreements shall include comparable terms and conditions to the Board's consent agreements and orders. A sample Consent Agreement and Order is attached hereto as **Exhibit A**. BPOA's VRP Terms and Conditions are attached hereto as **Attachment C**. Should the Board's requirements for monitoring impaired licensees change, the contractor shall adjust the monitoring agreement accordingly. As part of its proposal, the contractor shall include a sample monitoring agreement.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-5, Monitoring Requirements:** The PA-NHP will execute monitoring agreements with participants who are under a consent agreement or board order for monitoring by the PHMP. The PA-NHP's monitoring agreement will include comparable terms and conditions to BPOA's consent agreements or board orders that are provided in Exhibit A. If the board's requirements for monitoring change, the PA-NHP will adjust its monitoring agreement accordingly. A PA-NHP sample agreement, (**APPENDIX E**) and the BPOA's VRP Terms and Conditions (**Attachment C**) are attached.

«Number»



This logo will be changed to a PA-NHP logo for the Nurses' Health Program – the edits in red reflect the changes that would be added to serve nurses

## MONITORING AGREEMENT

### TERM

I, «First» «Last»«Suffix», «Credential», agree to the terms of this agreement between me and the Nurses' Health Program (PA-NHP), a program of The Foundation of the Pennsylvania Medical Society. The initial monitoring agreement will be for a period of «Years» year(s) beginning the «Day1» day of «Month1», «Year1». Prior to the «Day2» day of «Month2», «Year2», the terms of the agreement will be reviewed and revised as appropriate to my needs.

**I agree that the PA-NHP may extend my term of monitoring at the end of this contact period if there is reason to support the need for additional monitoring or extended treatment.**

### INTRODUCTION

This agreement has been designed to allow the PA-NHP to assist me in meeting my personal and professional needs and is entered into for the purpose of documenting my recovery. I understand that the PA-NHP will provide support/advocacy for me by compiling documentation that accurately reflects my compliance with this agreement. I also understand that it is my responsibility to assure that my documentation is submitted as required.

This file is not considered a medical record. The PA-NHP does not provide drug and alcohol treatment or medical treatment to participants. Information is collected in order to document your recovery and to advocate on behalf of the participant. Copies of files will not be released.

## ADVOCACY

I understand that non-compliance with this agreement will be reflected in PA-NHP letters, summaries and/or status reports and that non-compliance with this agreement may result in termination of the agreement. **I am aware that file closure for non-compliance may prevent me from re-entering a PA-NHP agreement for 6-12 months.** I also understand that I may terminate this agreement by submitting a written request to the PA-NHP. Future advocacy will be based on my term of active involvement with the PA-NHP.

### **LETTER FEES:**

For those currently in an active agreement:

- Compliance letters inform the recipient of participation and compliance \$10.00
- Compliance letters inform the recipient of participation, compliance and includes drug testing results \$25.00
- Quarterly reports to the PHMP are included in the quarterly monitoring fee, if required.
- Detailed letters provide a summary of treatment, agreement requirements, and compliance \$50.00
- Rush fee for any letters (additional \$10.00)
- Fax fee for any letters (additional \$10.00)

For those not currently in an active agreement with the PA-NHP:

- Compliance letters inform the recipient of dates of agreement \$50.00
- Detailed letters \$250.00
- Rush fee for any letters (additional \$10.00)
- Fax fee for any letters (additional \$10.00)

### **TESTIFYING FEES:**

I understand that I will be required to pay a fee to the PA-NHP if my attorney or I request the staff to testify at a court hearing on my behalf. I understand the PA-NHP will charge me the following rates:

- Medical Director, Program Director, or Case Manager \$350.00 per hour (15-minute prorate)
- Administrative \$25.00 per hour (15-minute prorate)
- Travel and Mileage (Standard Commonwealth Mileage Rate)

A \$250.00 deposit must be made at the time the PA-NHP is made aware of the need for testifying. This deposit will be deducted from the final invoice. I agree to make the remainder of my payment in full within 15 days upon receipt of the PA-NHP invoice.

## AMENDMENTS

This document may be subject to revision from time to time with the written consent of all parties involved. An amendment will be prepared to reflect any such revision(s). Any changes will be in amendment form. You will receive two copies, one to sign and return within two weeks, the other for your file.

## SUMMARY

Check-in with Affinity - DAILY (Monday - Friday) - 877-267-4304

Check-in calls with PA-NHP - Weekly for four weeks, then two times per month (Monday - Thursday, 8:00 a.m. – 5:00 p.m.)

12-Step attendance submitted online monthly.

Therapy Reports submitted online quarterly.

PA-NHP Monitor Reports submitted online quarterly.

Workplace Monitor Reports submitted online quarterly.

## TREATMENT

### THERAPY

1) I agree to immediately enter into therapy until such time as the attending therapist(s) discharge me from such treatment in collaboration with PA-NHP.

Individual:     X     Group:            Family/Couples:           

It is my responsibility to remind the therapist when a report is due. These can be completed online or on paper (it is your responsibility to provide them with a form). If the therapist is agreeable to submitting reports on line, please have them call the PA-NHP.

### OTHER TREATMENTS/REQUIREMENTS

Examples: Other therapies, courses (prescribing, boundaries, ethics), rechecks at treatment centers, etc.

**INITIAL HERE TO INDICATE THERAPY REQUIREMENTS HAVE BEEN EXPLAINED** \_\_\_\_\_

## DRUG TESTING

1) I choose to do all drug testing through the Professionals Health Monitoring Program (PHMP), Bureau of Professional and Occupational Affairs, Commonwealth of Pennsylvania. *I understand that numbers 1-8 below do not apply and I agree to follow all PHMP policies and procedures for drug testing.* **INITIAL HERE TO INDICATE SELECTION** \_\_\_\_\_

I choose to do drug testing with both PA-NHP and PHMP. *I understand that numbers 1-8 below apply to my participation.* **INITIAL HERE TO INDICATE SELECTION** \_\_\_\_\_

1) I agree to participate in random specified urine and blood analysis program approved by the PA-NHP. I agree to login into my Affinity eHealth account Monday - Friday to check my testing status. Testing status can be checked between the hours of 12:30 a.m. and 4:00 p.m.

2) I am aware that the frequency of testing is determined by the PA-NHP staff, individualized per participant based on evaluation and or treatment recommendations. Time period in monitoring and compliance with my monitoring agreement will affect my frequency of drug testing. I am aware that my file will be reviewed on a yearly basis by the PA-NHP to determine appropriate frequency.

3) I agree to other testing for drugs or alcohol as deemed appropriate by the PA-NHP Medical Director. These tests can include but not be limited to, hair, nail, saliva, etc.

4) I agree to familiarize myself with food and substances that are known to produce positive tests. I further agree to review ingredients of products for substances that are known to produce positive tests when available. I am aware that my Affinity eHealth account has a listing of drugs to avoid. I am aware I must avoid poppy seeds, cannabinoid (including THC & CBD) and hemp products, kratom (mitragyna), alcohol-based medications, foods or products (including kombucha or similarly fermented products). If I have questions, I agree to call the PHP before taking anything. In the event of ingestion of a prohibited substance, results will be considered in the context of all the monitoring procedures described in this agreement.

5) I have been given a Medication Guide and agree to review it in its entirety. This guide is also available through my Affinity account. I am aware that if there is a need to take a Class B or C drug (as listed in the guide), I will obtain approval from my treating physician/provider, submit documentation, and contact a PHP Medical Director to discuss the use of the medication. I agree to notify the PA-NHP when I start and finish any medication listed in Class B or C.

**INITIAL HERE TO CONFIRM RECEIPT OF THE MEDICATION GUIDE** \_\_\_\_\_



6) I am aware that any positive drug test will result in a referral for an evaluation. The PA-NHP will provide a list of approved evaluators.

7) I am aware that I must notify the PA-NHP of any travel plans at least five (5) days prior to leaving. I will add a monitoring interruption through my Affinity login or call the PA-NHP. In the event of an emergency requiring immediate travel, I will call the PA-NHP to notify them of my inability to check-in and test. I am aware the limit for monitoring interruptions is 15 testing days per calendar year. Staff will deny any requests greater than the 15 testing days per calendar year and participants will need to check in and provide a specimen while they are out of town. Prior to going out of town, participants need to work with Affinity staff to help locate a testing site and verify supplies.

8) I am aware that I am fully responsible for payment of all drug testing.

**INITIAL HERE TO INDICATE DRUG TESTING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**12-STEP MEETINGS OR  
OTHER APPROVED SELF HELP GROUPS**

1) 12-STEP (AA, NA, CA, etc.) - I agree to attend three (3) 12-Step Program meetings each week. I agree to obtain a sponsor and home group and participate in stepwork with my sponsor.

Meetings should be recorded electronically through your Affinity eHealth account and submitted monthly. **Please do not include therapy sessions on your meeting logs.**

2) CADUCEUS - I further agree to attend Caduceus meetings unless they are not geographically feasible. Caduceus attendance counts towards 12-Step meetings attendance and can be recorded in the same fashion. I have been provided with a list of Caduceus meetings in Pennsylvania.

3) IDAA - The PA-NHP strongly recommends attendance to at least one national meeting of the IDAA within the five years of your contract. This is an important component of your recovery. Information about IDAA can be found at [idaa.org](http://idaa.org).

**INITIAL HERE TO INDICATE 12-STEP MEETING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**MEDICAL CARE**

1) I agree to have a personal care physician, and to avoid self-treatment, because these are important parts of my recovery. I will allow my personal physician(s) to inform the PA-NHP of conditions for which I am under treatment as well as all medications. I will inform my PCP of my recovery and request that controlled substances and other potentially addictive drugs not be prescribed unless there is no alternative treatment available. I will engage in a complete history and physical examination if recommended by the PA-NHP.

***I am aware that no family members or co-workers can act as my treating physician.***

2) I agree not to prescribe scheduled drugs for family members or others who are not legitimate patients within the scope of my practice.

3) I agree to maintain abstinence from the use of any mood altering chemicals (drugs and/or alcohol) unless prescribed by my physician in an appropriate manner for an illness with full knowledge of my diagnoses and monitoring.

4) A copy of any prescription for controlled substances/drugs of addiction must be faxed to (855) 933-2605 or confidentially emailed to the PA-NHP office for PA-NHP Medical Director approval.

**INITIAL HERE TO INDICATE MEDICAL CARE REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**PA-NHP CHECK-IN**

1) I agree to contact the PA-NHP by telephone to discuss my recovery and compliance with my monitoring agreement.

FREQUENCY OF CONTACT: Weekly for one month, then one time per month

It is your responsibility to call the PA-NHP office, Monday - Thursday to "CHECK-IN." A CHECK-IN call can be completed by any PA-NHP staff member. When calling, please state that the purpose of the call is to "CHECK-IN." **Voicemails are not acceptable as check-in calls.** Voicemails are acceptable to ask for forms, remind us of a vacation, etc.

Toll Free:	Regular Line:	Emergency Line:
866-747-2255	717-558-7819	717-558-7817

PA-NHP telephone hours are 8:00 a.m. to 5:00 p.m. Monday - Thursday. The PA-NHP takes lunch from 12:30 p.m. to 1:30 p.m. Case conference is held every Tuesday and Thursday from 9:30 a.m. to 11:00 a.m. We are here on Friday from 8:00 a.m. to 5:00 p.m. and will answer the emergency line. As a reminder, check-in calls are not to be made on the emergency line and cannot be done on a Friday.

**INITIAL HERE TO INDICATE PA-NHP CHECK-IN REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**DISCLOSURE AND MONITORING**

**WORK DISCLOSURE AND CONTACT**

1) ENTER ANY WORK RESTRICTIONS (Return to work dates, conditions, etc.) I agree that I shall not do any of the following until specific written permission is granted by the VRP Case Manager in collaboration with the PA-NHP Case Manager

- (a.) Practice nursing in any capacity that involves the administration of controlled substances (typically for a period of no less than six months upon returning to licensed practice);
- (b.) Function as a supervisor;
- (c.) Practice in a private practice setting;
- (d.) Practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
- (e.) Practice as an agency nurse.

2) I agree that I will fully disclose my recovery status, and my participation in the PA-NHP to all places where I practice medicine. I agree to name a workplace liaison.

*A liaison should be someone at your place of employment or hospital(s) where you hold privileges. This person needs to be someone who represents that entity—i.e., CEO, president, owner, director. The liaison is different from the workplace monitor and is used as another line of communication between your place of employment and/or hospital. The liaison is not required to send reports to the PA-NHP.*

3) I give permission for the PA-NHP to communicate with my employers, institutions, organizations, companies, and/or hospitals. Such communication may include, but is not limited to, assessment and treatment recommendations, notification of positive toxicology screens as well as other pertinent relapse information.

4) I authorize the PA-NHP to provide any or all of my employers, institutions, organizations, companies, and/or hospitals with quarterly recovery status reports. I agree to sign a specific release of information for each entity that is to receive quarterly status reports. I further understand that such reports will reflect my compliance or non-compliance with all aspects of my PA-NHP monitoring agreement.

**WORKPLACE MONITOR**

1) I agree to name a workplace monitor who has regular contact with me and will observe and report every three months on my attitude and behavior in the workplace. The choice of workplace monitor is subject to approval by the PA-NHP.

It is my responsibility to let my workplace monitor know when a quarterly report is due.

**PA-NHP MONITOR**

1) I agree to maintain contact with my PA-NHP monitor, who will be assigned to me by the PA-NHP.

It is my responsibility to meet in person with my PA-NHP monitor on a monthly basis and verify my report is sent on a quarterly basis.

It is my responsibility to meet with my PA-NHP Peer Monitor once per month. I will verify my report is sent on a quarterly basis.

**INITIAL HERE TO INDICATE DISCLOSURE AND MONITORING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**PHMP**

1) I have signed/will sign an agreement with the Professional Health Monitoring Programs (PHMP), Bureau of Professional and Occupational Affairs.

2) I agree to open communication between the PA-NHP and the PHMP and will execute any consents appropriate to allow communication with the Bureau.

**INITIAL HERE TO INDICATE PHMP REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**REPORTING AND COMMUNICATION**

**REPORTING**

1) I further understand the PA-NHP will take action as is necessary and/or legally mandated to report my failure to comply with the provisions of this agreement to person(s), group(s), and organization(s) that need to be informed for patient protection and my own well-being.

The persons or entities to whom PA-NHP will disclose this information will vary with the circumstances but may include some or all of the following:

- nurses or others associated with my medical (nursing) practice;
- nurses or others associated with a hospital(s) nursing program with which I have privledges;
- the Professional Health Monitoring Programs (PHMP) of the Bureau of Professional and Occupational Affairs; and
- person(s) associated with the State Professional Licensing Boards, including any person whom a Consent Order and Adjudication or an Adjudication requires to be so informed.

I understand that the disclosures and reporting discussed above are separate and distinct from the regular communications that are integral to my treatment and monitoring.

**COMMUNICATION**

1) I agree to inform other appropriate persons and/or institutions of my participation in the PA-NHP. This includes naming an emergency contact. Other persons and institutions may include, but is not limited to, family members, other state NHPs, attorneys, etc.

- 2) I agree to open communication between the PA-NHP and those delineated in this agreement and agree to execute any consents for release of information necessary to facilitate or allow that communication.
- 3) I agree to advise all parties to this agreement immediately if I should suffer a relapse or exacerbation of symptoms, and to comply with the recommended treatment. This includes all legal entities with whom I am engaged.
- 4) I agree to notify the PA-NHP of any change of address, employment, telephone numbers, legal status, and marital/family conditions that might have relevance to recovery.
- 5) I agree to notify the PA-NHP of any arrests, investigations, or complaints, including regulatory agency complaints.
- 6) I agree to notify the PA-NHP of any disciplinary notices by regulatory agencies, hospitals or employers.
- 7) I agree to notify the PA-NHP of any malpractice claims or notice of adverse events.
- 8) I agree to participate in any follow-up interviews and data collection concerning my recovery.

**INITIAL HERE TO INDICATE REPORTING AND COMMUNICATION REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**CONDUCT**

- 1) I am aware that any abusive conduct towards PA-NHP staff, including but not limited to, yelling, cursing, threats of harm, unprofessional behavior, etc. will not be tolerated. I am aware that if I engage in any abusive conduct my PA-NHP file will be closed.

**INITIAL HERE TO INDICATE CONDUCT REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**FINANCIAL RESPONSIBILITY**

- 1) I understand that I will be required to pay a case initiation fee to enroll in the PA-NHP. I agree to make this payment in full at the time my agreement with the PA-NHP is signed. I agree to take responsibility for all my expenses incurred as a result of my treatment and recovery. I further agree to pay for all costs incurred in necessary monitoring and documenting my recovery. Failure to meet my financial obligations can result in termination of my agreement and will result in PA-NHP status reports being delayed or not completed. **All fees are subject to change.**

Case Initiation Fees are as follows:

\$100.00 Licensed Nurse, Dietician, Temporary Practice Permit Holders

Monthly Monitoring Fees are as follows:

\$50.00 licensed RN, CNS, CRNP and licensed LDN, LPN

\$30.00 licensure candidates, students, and non-working licensees

Payments will be made electronically through your Affinity eHealth account. You will see a program fee on your account page outlining the amount owed.

**If monthly payments are in arrears, no advocacy letters will be sent.**

The PA-NHP offers a flexible payment plan if you cannot meet the payment requirement. Please contact the PA-NHP office to schedule a payment plan.

**INITIAL HERE TO INDICATE FINANCIAL RESPONSIBILITY REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

---

DATE

---

«First» «Last»«Suffix», «Credential»,

---

DATE

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Medical Director, Nurses' Health Program

Note – all releases below indicate contact information for the PHP, if the contract is awarded to the Foundation, a separate phone line and email will be created for participants in the PA-NHP.

RELEASE OF INFORMATION FORM



Physicians' HEALTH Program

400 Winding Creek Boulevard
Mechanicsburg, PA 17050
Telephone: (717) 558-7819 Fax: (855) 933-2605
Toll Free: (866) 747-2255

The Foundation of the Pennsylvania Medical Society

Send information to: (name & address necessary)
\*Name/Title: Kevin Knipe
\*Company: PHMP
\*Address: PO Box 10569
\*Address:
\*City, State, Zip: Harrisburg, PA 17105
Telephone Number: 717-783-4857
FAX NUMBER:

From: Nurses' Health Program

RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION

\*Participant Name: «First» «Last»«Suffix», «Credential»,

\*PURPOSE OR NEED FOR DISCLOSURE:

- Credentialing
□ Licensure (requires summary letter)
□ Statement Regarding Compliance
☑ Other: Participation in Program

\*INFORMATION TO BE DISCLOSED:

- ☑ Compliance Statement
☑ Summary of Participation
☑ Quarterly Compliance Statements
☑ Verbal Communication

\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»

THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.

\* Participant Signature Date



**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

Send information to: \*Name/Title:  
(name & address necessary) \*Company:

\*Address:

\*Address:

\*City, State, Zip:

Telephone Number:

FAX NUMBER:

**RELEASE OF INFORMATION FORM**

400 Winding Creek Boulevard  
Mechanicsburg, PA 17050

Telephone: (717) 558-7819 ☎ Fax: (855) 933-2605

☎ Toll Free: (866) 747-2255 ☎

Julie Droddy

PHMP

PO Box 10569

Harrisburg, PA 17105

717-783-4857

From: Nurses' Health Program

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

Credentialing

Licensure (requires summary letter)

Statement Regarding Compliance

Other: participation in program \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

Compliance Statement

Summary of Participation

Quarterly Compliance Statements

Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
**Participant Signature**

\*

\_\_\_\_\_  
**Date**



Physicians' HEALTH Program

RELEASE OF INFORMATION FORM

400 Winding Creek Boulevard
Mechanicsburg, PA 17050

Telephone: (717) 558-7819 Fax: (855) 933-2605
Toll Free: (866) 747-2255

The Foundation of the Pennsylvania Medical Society

Send information to: \*Name/Title:
(name & address necessary) \*Company:
\*Address:
\*Address:
\*City, State, Zip:
Telephone Number:
FAX NUMBER:

Erik Omlor
PHMP
PO Box 10569
Harrisburg, PA 17105
717-783-4857

From: Nurses' Health Program

RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION

\*Participant Name: «First» «Last»«Suffix» «Credential»,

\*PURPOSE OR NEED FOR DISCLOSURE:

- Credentialing
Licensure (requires summary letter)
Statement Regarding Compliance
Other: participation in program

\*INFORMATION TO BE DISCLOSED:

- Compliance Statement
Summary of Participation
Quarterly Compliance Statements
Verbal Communication

\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»

THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.

\* Participant Signature

\* Date





**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

## MONITORING AGREEMENT- RELEASE OF INFORMATION

**Send information to:**  
(name & address necessary)

\*Name/Title: \_\_\_\_\_

\*Company: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**This individual named on this release is serving as:**

Therapist

Workplace Liaison

Workplace Monitor

PA-NHP Monitor

Treating Physician (PCP)

Emergency Contact:

Relationship \_\_\_\_\_

Other \_\_\_\_\_

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

Involvement in my PA-NHP Monitoring Agreement

Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED**

Summary of Participation

Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR:     «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
**Participant Signature**

\*

\_\_\_\_\_  
**Date**

**Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050**

**Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: PHP-foundation@pamedsoc.org**

**\*INDICATES A REQUIRED FIELD**

*Revised 5.31.2023*



**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

**MONITORING AGREEMENT- RELEASE OF INFORMATION**

**Send information to:** (name & address necessary) \*Name/Title: \_\_\_\_\_  
 \*Company: \_\_\_\_\_  
 \*Address: \_\_\_\_\_  
 \*Address: \_\_\_\_\_  
 \*City, State, Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Treating Physician (PCP)
- Emergency Contact
- Other \_\_\_\_\_

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:       «First» «Last»«Suffix», «Credential»,      

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR:       «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\* \_\_\_\_\_ \*  
**Participant Signature** **Date**

**Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050**

**Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: PHP-foundation@pamedsoc.org**





**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

## MONITORING AGREEMENT- RELEASE OF INFORMATION

**Send information to:** (name & address necessary)

\*Name/Title: Brian Wegener

\*Company: Soberlink

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: 714-975-7213

FAX NUMBER: Soberlink.com

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Other, Breathalyzer Administrator
- Emergency Contact
- Treating Physician (PCP)

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name: «First» «Last»«Suffix», «Credential»,

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
**Participant Signature**

**Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050**

\*

\_\_\_\_\_  
**Date**

**Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: [PHP-foundation@pamedsoc.org](mailto:PHP-foundation@pamedsoc.org)**



**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

## MONITORING AGREEMENT- RELEASE OF INFORMATION

**Send information to:** (name & address necessary)

\*Name/Title: Andrew Bunker

\*Company: Soberlink

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: 714-975-7213

FAX NUMBER: Soberlink.com

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Other breathalyzer administrator
- Emergency Contact
- Treating Physician (PCP)

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name: «First» «Last»«Suffix», «Credential»,

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
**Participant Signature**

**Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050**

\*

\_\_\_\_\_  
**Date**

**Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: [PHP-foundation@pamedsoc.org](mailto:PHP-foundation@pamedsoc.org)**



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

Professional Health Monitoring Programs  
P.O. Box 10569  
Harrisburg, PA 17105-0569

Telephone: 717-783-4857  
Fax: 717-772-1950  
Email: ra-stphmp@pa.gov

**Voluntary Recovery Program**

**Objective:** The Voluntary Recovery Program (VRP) provides a method by which licensed health care professionals suffering from a mental or physical disorder can be directed to appropriate treatment and receive monitoring to ensure that they remain capable of practicing safely. The program offers the eligible professional an alternative to board disciplinary action from becoming a permanent part of his or her professional licensing record. However, the VRP's non-public format is a privilege and not a right; therefore, a licensee declining to cooperate with the VRP will exclude the licensee from further VRP consideration.

**Eligibility Requirements:** To be eligible for VRP participation, a licensee must:

1. Complete an evaluation by a provider approved by the VRP and have the assessor determine that a diagnosed mental or physical disorder exists.
2. Fully comply with the treatment plan recommended by the VRP-approved provider(s) and approved by the VRP.
3. Enter into a VRP Consent Agreement, which is approved by the licensing board, providing that disciplinary action, including suspension or revocation, will be deferred so long as the licensed professional adheres to the VRP Consent Agreement.
4. Successfully complete at least three years of monitoring under the VRP Consent Agreement that includes VRP supervision of the licensee's treatment and recovery process, work performance, professional support group attendance, abstinence from prohibited substances, and random drug testing.

**Terms and Conditions for VRP Participation:** To enroll and maintain good standing in the VRP, the licensee must:

1. Sign the Participation Cooperation Form; complete the Personal Data Sheet.
2. Complete a VRP-approved assessment and/or treatment.
3. Comply with the recommendations made by the VRP-approved treatment provider.
4. Sign a VRP Consent Agreement with the licensing board deferring formal disciplinary action for a period of no less than three years.

5.  If specifically requested by the VRP to not practice as a licensed professional, the licensee must agree not to accept or continue employment in any position requiring licensure until cleared to do so by the VRP case manager and a VRP-approved provider.
6.  When approved to return to licensed practice by the VRP, the licensee:
- A.  Shall not work in any practice setting without workplace monitoring as required by the VRP.
  - B.  Shall comply with all practice limitations.
  - C.  Shall not do any of the following until specific written permission is granted by the VRP case manager:
    - (1)  Practice nursing in any capacity that involves the administration of controlled substances (typically for a period of no less than six months upon returning to licensed practice);
    - (2)  Function as a supervisor;
    - (3)  Practice in a private practice setting;
    - (4)  Practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
    - (5)  Practice as an agency nurse.
7.  Completely abstain from the use of all controlled substances, caution legend (prescription) drugs, mood altering substances or substances of abuse including alcohol in any form, except under the following:
- A.  The licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP;
  - B.  Such medications are lawfully prescribed by the licensee's treating practitioner and approved by the VRP case manager;
  - C.  The licensee provides the VRP, within 48 hours of receiving the prescription, written notification of the prescription including name of prescribing practitioner, illness or condition diagnosed, the type, strength, amount and dosage.
8.  Abstain from the use of marijuana, medical marijuana, medical marijuana extract, synthetic marijuana, cannabinoids, cannabichromene (CBC), cannabidiol (CBD), cannabidiolic acid (CBDA), cannabidivarin (CBDV), cannabigerol (CBG), cannabinol (CBN), Delta-8 Tetrahydrocannabinol (Delta-8 THC), Delta-9 Tetrahydrocannabinol (THC), tetrahydrocannabinolic acid (THCA), tetrahydrocannabivarin (THCV), and terpenes unless licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP.

9.  Avoid all products containing alcohol including but not limited to over-the-counter medications (e.g. cough syrup), mouthwash, hygiene products, topical gels or medications, foods or liquids containing alcohol (e.g. vanilla extract, kombucha).
10.  Abstain from all substances of abuse including but not limited to Dextromethorphan, Kratom, Kava, Khat, Ayahuasca, Peyote, Salvia.
11.  Avoid all foods containing poppy seeds.
12.  Undergo random drug testing as directed by the VRP.
13.  Arrange for submission to the VRP of regularly scheduled progress reports by treatment provider(s) and/or the workplace supervisor or monitor.
14.  Submit monthly verification of attendance at required support group meetings (number of meetings as recommended by the VRP-approved treatment provider).
15.  Enroll in a peer assistance program when available and requested by the VRP.
16.  If requested by the VRP, the licensee will agree to inactivate the licensee's professional license and maintain an inactive license until the VRP provides the licensee with written permission to pursue reactivation.
17.  Pay all costs incurred in complying with VRP participation, including but not limited to undergoing requested evaluation(s), treatment, the reproduction of treatment or other records, drug testing and any subsequent reanalysis of specimens and/or medical review officer consultation(s) of non-negative drug test results.

**Ineligible for VRP participation include:**

1.  Licensees convicted of, pleading guilty, or nolo contendere to either a felony or a misdemeanor under the Controlled Substance, Drug, Device and Cosmetic Act.
2.  Licensees with a history of practice problems indicating significant patient harm.
3.  Licensees who have been involved in the diversion of controlled substances for the primary purpose of sale or distribution.
4.  Licensees who have committed sexual boundary violations.
5.  Licensees who have failed to successfully complete a similar program in another jurisdiction.
6.  Licensees who previously declined or failed to cooperate with the VRP.



6. The contractor shall monitor the participant's compliance with the terms and conditions of his/her consent agreement and order, in concert with PHMP, including but not limited to:
  - a. Compliance with all recommendations made by their approved evaluator/treatment provider;
  - b. Attendance at the recommended number of support group meetings;
  - c. Adherence with all abstention guidelines;
  - d. Compliance with workplace monitoring requirements; and
  - e. Compliance with drug testing requirements as directed by PHMP.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-6, Compliance:** In concert with the PHMP, the PA-NHP will monitor the compliance of licensed nurses, licensed dietician nutritionists, temporary practice holders or licensure candidates with the terms and conditions of his/her monitoring agreement and board order, including but not limited to: a) compliance with recommendations made by the approved evaluator/treatment provider; b) attendance at the recommended number of support group meetings; c) adherence to all abstention guidelines; d) compliance with therapy; e) compliance with workplace monitoring and peer monitoring requirements; f) compliance with drug testing requirements directed by the PHMP and/or drug testing requirements additionally set forth by the PA-NHP. The case management team conducts periodic case reviews of all charts to ensure compliance.

7. The contractor will assist PHMP in coordinating return to licensed practice of participants enrolled in the program, including ensuring appropriate workplace monitoring of the participant's practice and compliance with the Board stipulated practice restrictions. The contractor shall agree a participant is not to return to licensed practice until PHMP provides written permission to the participant.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-7, Return to Work:** While dually enrolled in the PA-NHP and PHMP, a participant can opt to solely test with the PHMP. The PA-NHP will not perform testing. However, the PA-NHP will require the PHMP to allow continuous access to the PHMP's drug testing results, currently managed through RecoveryTrek. The PA-NHP will coordinate with the PHMP to investigate any positive drug tests and consult regarding next steps for follow up regarding medical documentation, evaluation, treatment or employment.

The PA-NHP will assist PHMP in coordinating return to nursing practice for participants enrolled in the program including ensuring appropriate workplace monitoring of the nurse's practice and compliance with the Board stipulated practice restrictions. The PA-NHP will abide by the PHMP requirement that a participant not return to nursing until the PHMP provides written permission.

8. Upon reasonable notice from DOS, the contractor shall meet face-to-face with PHMP and/or other DOS staff to resolve any issues which may arise.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-8, Meeting with Participants:** PA-NHP staff will meet face-to-face with PHMP and other DOS staff to resolve any issues which may arise. PA-NHP staff will be available to participate in telephone or virtual conference calls at the DOS's discretion. In addition, the Director of the PA-NHP Program will attend the Pennsylvania State Board of Nursing meetings to establish rapport with the board members and answer any questions that may arise related to the services offered by the PA-NHP.

9. The contractor shall direct all individuals participating in the program to attend a professional support group if such a group exists in their geographical area (within 50 miles of the participant's residence). The contractor shall attempt to establish professional support groups in or near PA cities in which no current group is available.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-9, Support Group Participation:** The PA-NHP will direct all individuals participating in the program to attend a professional support group, if such a group exists within 50 miles of the participant's residence. When needed, the PA-NHP will make outreach to Caduceus groups on behalf of the licensed nurse, licensed dietician nutritionist, temporary practice holder or licensure candidate to receive approval for inclusion in Caduceus meetings. In addition, the PA-NHP will maintain a list of virtual and hybrid professional support groups if distance is a barrier to in-person participation.

10. The contractor shall monitor, in conjunction with the PHMP, each participant's compliance with every provision of the VRP terms and conditions (**Attachment C**) for participation and the Consent Agreement and Order (**Exhibit A**).

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-10, Compliance with VRP Terms and Consent Agreement:** In conjunction with the PHMP, the PA-NHP will monitor each participant's compliance with every provision of the VRP terms and conditions in (**Attachment C**) for participation and the Consent Agreement and Order (**Exhibit A**).

11. The contractor shall immediately notify PHMP, by email within one business day of all individuals refusing to enroll in the program or licensees suspected of violating their Consent Agreement and Order.
12. The contractor shall provide to PHMP, by email within one business day any documented evidence indicating a possible violation of the Consent Agreement and Order.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-11 and 12, Violation of Consent Agreement and Order:** The PA-NHP will immediately notify PHMP, by email within one (1) business day, of all individuals refusing to enroll in the program or licensees suspected of violating their Consent Agreement and Order. In addition, the PA-NHP will provide to the PHMP by email within one (1) business day, any documented evidence indicating a possible violation of the Consent Agreement and Order.

13. During the term of the contract, the contractor shall make required staff available to discuss cases with investigators or prosecutors to assist in the preparation and prosecution of cases and to give testimony in person in administrative or court proceedings regarding alleged violations of the Consent Agreement and Order. When requested by the Commonwealth to provide testimony in person, travel will be reimbursed in accordance with current Commonwealth Travel Policy, most recent version of Management Directive No. 230.10 which can be accessed at the following website:  
<http://www.oa.state.pa.us/oac/cwp/view.asp?a=12&q+121208> or  
<http://www.state.pa.us/papower/search/Search.asp?qu=230.10>

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-13, Staff Testimony:** During the terms of the contract, the PA-NHP will make available required staff to discuss cases with investigators or prosecutors to assist in the preparation and prosecution of cases and to give in-person testimony in administrative or court proceedings regarding the alleged violations of the PHMP Consent Agreement or Board Order in compliance with applicable state and federal confidentiality laws. When providing testimony, the PA-NHP agrees to travel reimbursement in accordance with the current Commonwealth Travel Policy, Management Directive No. 230.10.

14. Within one business day of contact, the contractor shall provide individuals and facilities who suspect a nurse or dietitian is impaired with guidance in confronting the licensee and information on the mandatory reporting requirements.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-14b, Confrontation Guidance:** Within one (1) business day of contact, the PA-NHP case manager will provide individuals and facilities who suspect a licensed nurse, licensed dietician nutritionist, temporary practice holder or licensure candidate is impaired with guidance in confronting the licensee and information on the mandatory reporting requirements according to the Pennsylvania State Board of Nursing requirements and Professional Nursing Law, 63 P.S. §§ 211 - 225.5, and the Practical Nursing Law, 63 P.S. §§ 651 - 667.8.

15. The contractor shall contact individuals who are suspected of having an impairment by telephone within one business day and in writing within five business days and provide them with information regarding the program and a referral to an approved treatment provider.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-15, Suspected Impairment of a Professional:** PA-NHP will offer the services of a PA-NHP case manager if the individual/facility is seeking intervention services. The PA-NHP will contact the individual suspected of having impairment by telephone within one (1) business day and in writing within five (5) days to provide the individual suspected of having an impairment with information regarding the program and a referral resource to an approved evaluator and treatment provider. When possible, the PA-NHP will provide the licensed nurse, licensed dietician nutritionist, temporary practice holder or licensure candidate with three choices for an evaluator; and, when treatment is indicated, three choices for a treatment provider.

16. Pursuant to Section 14.1 (f) of The Professional Nursing Law or Section 16.2 of the Practical Nurse Law, the contractor shall direct hospitals or health care facilities, peers or colleagues to make a report to BPOA in all cases whereby the facility has a mandatory reporting obligation. In cases where the contractor has evidence that a facility has failed to fulfill their mandatory reporting obligation to BPOA, the contractor shall submit to PHMP a written report identifying the name of the licensee suspected of being impaired and the name and address of the facility failing to report the nurse to BPOA within five business days of becoming aware of this occurrence.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-16, Report to BPOA:** The PA-NHP will direct hospitals or health care facilities, peers or colleagues to make a report to a report to BPOA in all cases whereby the facility has a mandatory reporting obligation pursuant to Section 14.1 (f) of The Professional Nursing Law or Section 16.2 of the Practical Nurse Law. In cases where the PA-NHP has evidence that a hospital or health care facility, peers or colleagues has failed to fulfill their mandatory reporting obligation to BPOA, the PA-NHP will submit to PHMP a written report identifying the name of the licensee suspected of being impaired and the name and address of the facility, peer, or colleagues failing to report the licensee to BPOA within 5 (five) business days of becoming aware of this occurrence.

17. The contractor shall submit a written report to the PHMP within one business day of intervening in the case of, or receiving a report based on evidence that a nurse may be suffering from a physical or mental impairment, such as substance abuse or dependency, for which the nurse is not receiving treatment; provided that the nurse has given consent for such a report to be released to the PHMP. The report shall include the name and license/permit of the nurse suspected of being impaired and a summary of the events precipitating the report.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-17, Report to PHMP:** Provided that the licensee has given consent for a report to the PHMP, the PA-NHP will submit a written report to the PHMP within one (1) business day of intervening in the case of, or receiving a report based upon evidence that a licensee may be suffering from a physical or mental impairment for which the licensee is not receiving treatment. The written report shall include the name and license/registration of the licensed nurse, licensed dietician nutritionist, temporary practice holder or licensure candidate suspected of being impaired and a summary of the events precipitating the report.

18. Individuals not known to PHMP and or DOS may request peer assistance from the contractor. The contractor may provide services to these individuals but is not required to notify PHMP except as set forth below. Please note that the contractor will not be compensated by the Commonwealth for providing services to individuals not known to PHMP.

In the following instances, the contractor shall inform the individual in writing that disclosure to PHMP is a condition of participation in the contractor's program and shall thereafter refer the licensee to PHMP. Such circumstances would include, but not limited to:

- a. Individual has been charged with misdemeanor or felony level criminal charges;
- b. Individual is diagnosed as having a severe personality disorder;
- c. Individual is diagnosed with severe mental illness and appears to be impaired;
- d. Individual refuses to participate in recovery plan/monitoring agreement;
- e. Individual elects to withdraw from participation before the agreement ends;
- f. Individual leaves the Commonwealth without sufficient notification to the contractor --- known or probable relapse;
- g. Individual relapses and is unable/unwilling to participate in recovery plan/monitoring agreement recommendations;
- h. Individual's license has been disciplined in another jurisdiction; and
- i. Individuals who indicate to the Program that they may have violated the Nursing Act.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. A-18, a-i, Individuals Unknown to the PHMP:** Licensed nurses, licensed dietician nutritionists, temporary practice holders or licensure candidates not known to PHMP and or DOS may request and receive peer assistance from the PA-NHP. Per this contract, the PA-NHP may provide services to these individuals and is not required to notify the PHMP with the following exceptions that will require a disclosure to PHMP as a mandatory condition of participation in the PA-NHP:

- Individual has been charged with misdemeanor or felony level criminal charges;
- Individual is diagnosed as having a severe personality disorder;
- Individual is diagnosed with severe mental illness and appears to be impaired;
- Individual refuses to participate in recovery plan/monitoring agreement;
- Individual elects to withdraw from participation before the agreement ends;
- Individual leaves the Commonwealth without sufficient notification to the PA-NHP --- known or probable relapse;
- Individual relapses and is unable/unwilling to participate in recovery plan/monitoring agreement recommendations;
- Individual's license has been disciplined in another jurisdiction; and
- Individuals who indicate to the PA-NHP that they may have violated the Nursing Act.

The PA-NHP will not expect compensation from the Commonwealth for providing services to licensed nurses, licensed dietician nutritionists, temporary practice holders or licensure candidates not known to PHMP.

19. Upon request, the contractor shall provide PHMP with a statistical report of the number of individuals enrolled in the Program including those not known to PHMP. A sample statistical report format is attached hereto as **Exhibit B**.

*Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:*

**I-6. A-19, Statistical Report:** Upon request the PA-NHP will provide the PHMP with a statistical report of the number of individuals (licensed nurses, licensed dietician nutritionists, temporary practice holders or licensure candidates) enrolled in the program including those not known to the PHMP. The report will include the following within the specified reporting period:

- Total number of files opened and total number of files closed
- Referral source
- Reason for file closure
- Total number of active cases
- Total number of cases referred to the PHMP by the PA-NHP
- Total number of cases jointly monitored with the PHMP

**B. Administrative Services.**

1. The contractor shall initiate and maintain a complete file, in either paper or electronic format, on all individuals referred to the program and will retain copies

of all correspondence received or sent to the individual and correspondence received relating to the case. For individuals referred to the contractor's program by PHMP, the contractor shall retain the file for no less than three years from notification by PHMP of the termination from PHMP, or longer when requested by PHMP. The contractor shall develop a method to permanently retain summary information listed below, in either paper or electronic format, for a period of 20 years:

- a. Name;
- b. Social security number and license number(s);
- c. Date of initial contact;
- d. Reason for the referral, including the referral source(s);
- e. Diagnosis;
- f. Evaluator(s) and treatment provider(s);
- g. Date individual's participation in the contractor's program was terminated;
- h. Reason file was closed by the contractor;
- i. A brief summary of the individual's compliance with the recommendations of the contractor and/or the terms of their compliance with the contractor's monitoring agreement.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-1, Participant Files:** The PA-NHP will permanently and indefinitely retain summary information listed below, in electronic format. This meets the requirement to retain summary information for at least 20 years. The summary information will include: Name; License number(s); Date of initial contact; Reason for the referral, including the referral source(s); Diagnosis; Evaluator(s) and treatment provider(s); Date individual's participation in the PA-NHP program was terminated; Reason file was closed by the PA-NHP; and a brief summary of the individual's compliance with the recommendations of the PA-NHP and/or the terms of their compliance with the PA-NHP's monitoring agreement.

2. Disposal of records after the record retention period must be accomplished in a confidential manner.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-2, Disposal of Records:** PA-NHP will maintain a secure electronic summary copy of the participant's file indefinitely.

3. The contractor shall not, without the written permission of PHMP, release or disclose any information provided to the contractor by PHMP. This includes, but is not limited to, complaint information (e.g., release complainant name and/or allegation), drug screening results, drugs PHMP screens for, or information pertaining to any investigation by BPOA. In its proposal, the contractor shall provide an explanation of its confidentiality policy and security measures.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-3, Confidentiality Policy and Security:** The PA-NHP will not, without the written permission of PHMP, release or disclose any information provided to the PA-NHP by PHMP. This includes, but is not limited to, complaint information (e.g., release complainant name and/or allegation), drug screening results, drugs PHMP screens for,

or information pertaining to any investigation by BPOA.

Throughout its history, the PA-PHP has and will continue to maintain the confidentiality of its participants as detailed in 42 CFR, Part 2 while working constructively with the DOS and respective licensing boards. The PA-NHP will follow the same confidentiality standards kept by the PA-PHP.

The PA-NHP will be located in a secure area of the 400 Winding Creek Boulevard location. Access to the PA-NHP office suite is limited to PA-NHP staff. An electronic fob system is utilized to protect the confidentiality of participant information and telephonic conversations. The building is protected by a 24-hour security system. All Foundation staff must sign a confidentiality agreement upon the date of hire and annually throughout the employment duration.

The Foundation, including the PA-NHP, adheres to stringent quality management policies, meeting all requirements regarding confidentiality and security of information, actively applying best practices and the most updated and technologically efficient tools and assessments. PA-NHP's confidentiality measures will be supported by our significant corporate infrastructure which is dedicated to ensuring confidentiality and continuous quality improvement. To maintain a high level of confidentiality and security essential for administering the PA-NHP, the Foundation's management establishes and administers confidentiality policies, reviewing them annually to ensure they remain current with technology and other changes. The Foundation and the PA-NHP will use data only for the activities described in the Statement of Work and will limit data access to employees directly engaged in PA-NHP work. Our extensive experience demonstrates that the PA-PHP has standard operating procedures to define the requirements for conducting all types of medical data review and what information is collected as part of case management, adherence to these standards will be required for the PA-NHP.

The Foundation utilizes industry standard technologies and processes for the safeguarding of protected information and securing our internet connections. The Foundation focuses on operational, management, and technical controls to ensure our compliance including: annual security and awareness training for all employees; annual physical site assessments; Cisco Adaptive Security appliances for firewall and securing our information system boundaries; enterprise application portals configured with 128bit SSL encryption using Active Directory integrated authentication; DoD enclave remote access setup requiring 256bit AES encryption; and Transport layer security setup for email encryption between sites.

4. The Contractor shall maintain a database capable of tracking the items noted in the attached sample report and shall provide PHMP with a statistical report containing the items identified on the sample statistical report attached as **Exhibit B**.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-4, Database:** The PA-NHP will utilize case management software provided by Affinity eHealth Inc. The database is secure and HIPPA compliant. Affinity provides this case management software to several Professional Health Programs across the United States. The data maintained within the Affinity Case Management Software is compliant with the data and statistical requirements in Exhibit B.

5. The contractor shall require participants to provide periodic status updates to the contractor. If the contractor requires participants to submit written



status reports, the contractor shall provide PHMP with copies of a participant's reports, if requested by PHMP

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-5 Participant Status Updates:** The PA-NHP requires participants to provide monthly status updates to the PA-NHP through telephonic check-ins.

6. The contractor shall provide quarterly progress reports in the required format for all participants enrolled in the PHMP to PHMP. Upon request from PHMP, the contractor may be required to provide copies of the participant monthly status reports noted in Section I-5. B-4 above. PHMP may specifically request reports on a more frequent basis as needed. A sample quarterly progress report format is attached hereto as **Exhibit C**.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-6, Quarterly Reports:** The PA-NHP will provide quarterly progress reports for all participants enrolled in the PHMP to PHMP. The report will contain the following information consistent with the sample quarterly report offered in Exhibit C including participant name, license number, employment status, name of employer, date when returned to pharmacy practice, date of last report and overall work performance rating. In addition, the PA-NHP will provide the name of the counselor, date of last report, level of care, date treatment completed and a rating of "compliant", "marginal", or "noncompliant" for the following: participant's treatment status, participant's urine screens, participant's contact with his/her monitor, participant's monthly reports to the PA-NHP, participant's payment of PA-NHP monitoring fees, and participant's overall status.

7. The contractor shall, at the end of the contracting period or upon termination of the contract by either party, ensure that the records on file for each individual referred to the program be transferred to the new contractor/vendor in a timely fashion to ensure no interruption in services for and the monitoring of the individuals in the program.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. B-7, Transfer of Participant Records:** At the end of a contracting period or upon termination of the contract by either party, the PA-NHP will ensure that the records on file for each individual referred to the program be transferred to a new contractor/vendor in a timely and orderly fashion to ensure no interruption in services for the monitoring of individuals within the program. With proper releases and directive from the BPOA, the transfer of information will be completed as quickly as possible and will follow a standard program transition checklist.

**C. PHMP Functions.**

1. Whenever BPOA and the contractor determine that an individual may be eligible for the PHMP's VRP, is progressing satisfactorily in the program, and poses no danger, BPOA will recommend that the Board defer public disciplinary action at that time, provided that the individual signs the Consent Agreement and Order and the contractor meets the reporting requirements.

2. If BPOA and PHMP determine that there is a problem other than, or in addition to, impairment; that the individual is not progressing satisfactorily in the program; or that the individual poses a danger, it may decide that the individual is ineligible for PHMP or may recommend disciplinary action. Whenever BPOA makes a determination that such action is required, PHMP will so notify the vendor as soon as reasonably practicable. While the individual may choose to continue with the peer assistance in this instance, the individual will no longer be included in the PHMP.
3. Whenever BPOA has reason to believe that a nurse under investigation by BPOA may be suffering from a physical or mental impairment, such as substance abuse or dependency, the PHMP will, as part of the investigation, promptly contact the contractor to ascertain whether the nurse is involved in the program.
4. Whenever PHMP determines that the contractor is involved in a case under investigation by BPOA, PHMP will request a status report from the contractor and will review the case. BPOA will continue to investigate activities with respect to nurses under investigation.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-6. C1-4, PHMP Functions:** The PA-NHP will support and abide by the PHMP functions in relation to the investigative authority of the BPOA. With a release signed by the participant, the PA-NHP will confirm a nurse's involvement with the PA-NHP when contacted by the PHMP in relation to an investigation by BPOA.

**I-7. REPORTS AND PROJECT CONTROL.**

- A. **Status Report.** An annual statistical report covering activities, problems and recommendations should be submitted to PHMP. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-7-A, Status Report:** The PA-NHP will provide an annual statistical report covering activities, problems and recommendations to the PHMP.

- B. **Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale; and

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-7-B, Problem Identification Report:** The PA-NHP will provide an "as required" report identifying problem areas. The report will describe the problem and impact on the overall project and each affected task. The report will list possible courses of action with advantages and disadvantages of each and will include PA-NHP recommendations with supporting rationale.

- C. **Final Participation Report.** The Contractor shall submit a program final participant statistical report to PHMP. The selected Contractor shall work with PHMP to develop the format of this reporting.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-7-C, Final Participation Report:** The PA-NHP will submit a program final statistical report for each participant to the PHMP. The PA-NHP will work with the PHMP to develop this report's format. Currently the PA-PHP provides to the PHMP a program final statistical report and the PA-NHP Report will follow the same format.

- D. **Ad Hoc Reporting.** The selected Contractor shall work with PHMP to provide ad hoc reports to PHMP upon request.

***Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:***

**I-7-D, Ad Hoc Reporting:** The PA-NHP will work with the PHMP to provide ad-hoc reports to the PHMP upon request.

**I-8. OBJECTIONS AND ADDITIONS TO STANDARD CONTRACT TERMS AND CONDITIONS.**

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

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

*Foundation of the Pennsylvania Medical Society, Nurses' Health Program Response:*

**I-8: Objections and Additions to Standard Contract Terms:** The PA-NHP has no objections to the Standard Contract Terms and Conditions.



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM  
APPENDIX A**

**SERVICES AVAILABLE**

<b>Supplier Name:</b>	<b>Foundation of the Pennsylvania Medical Society – Nurses’ Health Program (PA-NHP)</b>
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Please provide the costs to be paid by participants enrolled in your organization for the following services. Please list any other relevant services that are available to participants if they are not listed below. If more than one rate applies to a service, please list out each cost. Do not provide a range of cost without an explanation:

<b>Type of Services Available to Participants</b>	<b>Cost to Participants</b>
Case initiation fee for newly enrolled participants, this fee will not apply to participants currently enrolled in PNAP and transitioning to PA-NHP	\$100.00 licensed nurse, dietician, temporary practice permit holders
Monthly Monitoring Fee	\$50 All Nurses \$30.00 licensure candidates, students, and non-working nurses
Advocacy testimony provided for participant	\$350.00 per hour- medical director or case worker testimony (15 min prorate) \$25.00 per hour administrative rate (15 min prorate) Travel will be reimbursed according to the Commonwealth’s Travel Policy
Detailed letters summarizing participant’s case – summary of treatment, agreement requirements and compliance	\$50.00
Progress reports to the PHMP (annual cost)	\$0
Drug testing (annual average)* Urine \$29/test, Peth \$65/test – *testing exclusively with PHMP	\$1,317.50
Compliance letters without drug testing results	\$10.00
Compliance Letters with drug testing results	\$25.00
Rush fee for any letter	\$10.00
Fax fee for any letter	\$10.00
Evaluation –independent provider not associated with the PA-NHP	Cost varies based on type of assessment. Ranges from \$250.00 to

	\$5,000.00
Treatment – independent provider not associated with the PA-PHP	Cost varies based on type of treatment and length of treatment. Ranges from \$0 - \$40,000.00
Therapy – independent provider not associated with the PA-PHP	Cost varies. Ranges from \$25.00 - \$150.00/session



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**APPENDIX C**

**CONTRACTOR STATISTICS**

Current Number of Impaired Health Care Professionals Enrolled and Actively Being Monitored by Contractor (As of Date RFP issued)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)
162	118	3

Total Number of Impaired Health Care Professionals Enrolled and Monitored by Contractor (From January 1, 2020 – March 31, 2023)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)
314	184	6

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Denied Enrollment in Contractor's Program			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Denial Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20	0	0	n/a
1/1/21 – 12/31/21	0	0	n/a
1/1/22 – 12/31/22	0	0	n/a
1/1/23 – 3/31/23	0	0	n/a

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Whose Contractor's Program File was Closed Prior to the Issuance of the Board's Dismissal or Termination Order			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Closure Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20	0	0	n/a
1/1/21 – 12/31/21	0	0	n/a
1/1/22 – 12/31/22	0	0	n/a
1/1/23 – 3/31/23	0	0	n/a



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM  
APPENDIX A**

**SERVICES AVAILABLE**

<b>Supplier Name:</b>	<b>Foundation of the Pennsylvania Medical Society – Nurses’ Health Program (PA-NHP)</b>
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Please provide the costs to be paid by participants enrolled in your organization for the following services. Please list any other relevant services that are available to participants if they are not listed below. If more than one rate applies to a service, please list out each cost. Do not provide a range of cost without an explanation:

<b>Type of Services Available to Participants</b>	<b>Cost to Participants</b>
Case initiation fee for newly enrolled participants, this fee will not apply to participants currently enrolled in PNAP and transitioning to PA-NHP	\$100.00 licensed nurse, dietician, temporary practice permit holders
Monthly Monitoring Fee	\$50 All Nurses \$30.00 licensure candidates, students, and non-working nurses
Advocacy testimony provided for participant	\$350.00 per hour- medical director or case worker testimony (15 min prorate) \$25.00 per hour administrative rate (15 min prorate) Travel will be reimbursed according to the Commonwealth’s Travel Policy
Detailed letters summarizing participant’s case – summary of treatment, agreement requirements and compliance	\$50.00
Progress reports to the PHMP (annual cost)	\$0
Drug testing (annual average)* Urine \$29/test, Peth \$65/test – *testing exclusively with PHMP	\$1,317.50
Compliance letters without drug testing results	\$10.00
Compliance Letters with drug testing results	\$25.00
Rush fee for any letter	\$10.00
Fax fee for any letter	\$10.00
Evaluation –independent provider not associated with the PA-NHP	Cost varies based on type of assessment. Ranges from \$250.00 to



	\$5,000.00
Treatment – independent provider not associated with the PA-PHP	Cost varies based on type of treatment and length of treatment. Ranges from \$0 - \$40,000.00
Therapy – independent provider not associated with the PA-PHP	Cost varies. Ranges from \$25.00 - \$150.00/session



**REQUEST FOR PROPOSAL NO. 6100057115  
NURSE PEER ASSISTANCE MONITORING PROGRAM**

**APPENDIX C**

**CONTRACTOR STATISTICS**

Current Number of Impaired Health Care Professionals Enrolled and Actively Being Monitored by Contractor (As of Date RFP issued)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)
162	118	3

Total Number of Impaired Health Care Professionals Enrolled and Monitored by Contractor (From January 1, 2020 – March 31, 2023)		
Contractor's Program Only	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP)
314	184	6

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Denied Enrollment in Contractor's Program			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Denial Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20	0	0	n/a
1/1/21 – 12/31/21	0	0	n/a
1/1/22 – 12/31/22	0	0	n/a
1/1/23 – 3/31/23	0	0	n/a

Total Number of Impaired Health Care Professionals Referred by a State Board/Program Whose Contractor's Program File was Closed Prior to the Issuance of the Board's Dismissal or Termination Order			
Date	In Conjunction with PHMP	Referred by Another State Board (Non-PHMP Cases)	Closure Reason(s) – Include Total # by Reason
1/1/20 – 12/31/20	0	0	n/a
1/1/21 – 12/31/21	0	0	n/a
1/1/22 – 12/31/22	0	0	n/a
1/1/23 – 3/31/23	0	0	n/a

**TIFFANY BOOHER, MA, LPC, CAADC, CIP, CCSM**

400 Winding Creek Boulevard

Mechanicsburg, PA 17050

717-558-7819

tboohar@pamedsoc.org

**EDUCATION**

The Pennsylvania State University

Bachelor of Science, Elementary and Kindergarten Education, December 2005

Concentration: Social and Behavioral Sciences

The Pennsylvania State University

Master of Arts, Applied Clinical Psychology, May 2015

**EXPERIENCE****Director**

Physicians' Health Program

**September 2019-Present**

Mechanicsburg, PA

**Case Management Supervisor**

Physicians' Health Program

**January 2016-September 2019**

Harrisburg, PA

**Case Manager**

Physicians' Health Program

**August 2013-December 2015**

Harrisburg, PA

**Counselor III**

Gaudenzia Inc.

**November 2011-August 2013**

Mechanicsburg, PA

**Inpatient Dual Diagnosis Counselor**

Roxbury Treatment Center

**July 2009-November 2011**

Shippensburg, PA

**Chemical Dependency Counselor Aide**

Roxbury Treatment Center

**January 2009-June 2009**

Shippensburg, PA

**Master's Level Intern**

Roxbury Treatment Center

**January 2009-June 2009**

Shippensburg, PA

**Master's Level Intern**

Philhaven-Lebanon Day Hospital

**September 2008-December 2008**

Mt. Gretna, PA

**Residential Counselor**

Philhaven-Child Campus

**June 2008-December 2008**

Mt. Gretna, PA

**CERTIFICATES AND LICENSES**

Pennsylvania State Board Licensed Professional Counselor

#PC010939

Pennsylvania State Board Certified Advanced Alcohol and Drug Counselor

#8316

Pennsylvania State Board Certified Intervention Professional	#I0248
Pennsylvania State Board Certified Case Manager	#8316

**PROFESSIONAL MEMBERSHIPS**

American Counseling Association	#6590938
Federation of State Physician Health Programs	

## Curriculum Vitae Edwin Kim, MD

### Professional Positions

2019-Present *Medical Director* Charles O'Brien Center for Addiction Treatment,  
University of Pennsylvania

2020-Present *Medical Director* Pennsylvania Physicians Health Program, Pennsylvania  
Medical Society

### Education

2001-2005 *Bachelors of Science.* University of California, Los Angeles. Psychobiology

2010-2014 *Doctor of Medicine.* Saint George's University, School of Medicine

### Residency and Fellowship Training

2014-2018 *Resident Physician in Psychiatry.* Maricopa Medical Center Phoenix, AZ

2017-2018 *Vice Chief Resident in Psychiatry.* Maricopa Medical Center Phoenix, AZ

2018-2019 *Fellow in Addiction Psychiatry.* University of Pennsylvania Philadelphia, PA

### Licensure and Certification

2017	<i>Medical License.</i>	54735	Arizona	Active; Exp. 4/4/24
2017	<i>Medical License.</i>	A147793	California	Active; Exp. 12/31/24
2017	<i>DEA X-Waiver.</i>	FK7026138	Drug Enforcement Agency	Active; Exp. 12/31/24
2018	<i>Medical License.</i>	MD463998	Pennsylvania	Active; Exp. 12/31/24

### Academic Appointments

2019-2021 *Assistant Professor of Clinical Psychiatry.* University of Pennsylvania

2023-Present *Clinical Assistant Professor of Psychiatry (Affiliated).* Stanford University

### Clinical Teaching Responsibilities

2016-2018 *Lecturer* MS-III/IV Substance Use Disorders Didactic.  
Maricopa Medical Center

2018-2019 *Supervisor* MS-2/PGY-1 Chemical Dependency Rotation.  
University of Pennsylvania

2019-2021 *Supervisor* Addiction Psychiatry Fellow Perinatal Opioid Addiction  
Treatment Clinic (Center of Excellence).  
University of Pennsylvania

2020-2021 *Supervisor* PGY-3 Co-occurring Disorders Clinic  
University of Pennsylvania

2021-Present *Supervisor* PGY-3 and Addiction Fellows Pharmacotherapy of Addictions &  
Recovery Clinic Rotation at the Veterans Affairs Palo Alto  
Healthcare System.  
Stanford University

**Hospital and Health Care Organization Service Responsibilities**

2015-2016	<i>Physician Lead.</i>	Seclusion and Restraint Task Force Maricopa Integrated Health System
2015-2016	<i>Psychiatry Representative.</i>	Informatics Provider Advisory Committee Maricopa Integrated Health System

**Major Administrative Responsibilities or Committee Assignments**

2013-Present	<i>Membership Committee Member.</i>	American Academy of Addiction Psychiatry
2018	<i>Program Organizer.</i>	Opioid Use Disorder Essentials Symposium. Arizona Psychiatric Society/Arizona Society of Addiction Medicine.
2020-Present	<i>Public Policy Committee, Publications Committee, Ethics Committee Member.</i>	Federation of State Physician Health Programs
2021-Present	<i>Physician Health Committee Member.</i>	American Academy of Addiction Psychiatry
2023-Present	<i>Chair of the Membership Committee.</i>	Federation of State Physician Health Programs

**Community Service Related to Professional Work**

2020-Present	<i>Opioid Advisory Task Force Member.</i>	Pennsylvania Medical Society
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**Professional Societies**

2013-Present	<i>Member.</i>	American Psychiatric Association
2013-Present	<i>Member.</i>	American Academy of Addiction Psychiatry
2015-Present	<i>Member.</i>	Asian-American Caucus - American Psychiatric Association
2014-Present	<i>Member.</i>	American Society of Addiction Medicine

**Post-Degree Honors and Awards**

2009	<i>Outstanding Performance Award.</i>	United States Department of Energy Joint Genome Institute at Lawrence Berkeley National Laboratory
2013	<i>Summer Institute for Medical Student Fellowship.</i>	The Betty Ford Center
2016	<i>First Place Oral Presentation.</i>	20th Academic Excellence Day University of Arizona College of Medicine
2017	<i>Fellow Scholar Award.</i>	Academy of Addiction Psychiatry
2017	<i>Institute on Psychiatric Services Scholar Award.</i>	American Psychiatric Association
2017	<i>Travel Scholar.</i>	Arizona Society of Addiction Medicine
2018	<i>President's Recognition for Leadership Award.</i>	Arizona Psychiatric Society,
2020	<i>Early Career Leadership Academy Scholarship.</i>	Pennsylvania Medical Society
2021	<i>Medical Education and Research Foundation Traditional Scholar.</i>	California Society of Addiction Medicine

### **Other Study and Research Opportunities**

2021 *Sub-Investigator*. Veteran's Administration Comparative Effectiveness of Two Formulations of Buprenorphine for Treating Opioid Use Disorder in Veterans. United States Department of Veterans Affairs Office of Research and Development Cooperative Studies Program #2014, with Principal Investigator Michael Ostacher MD, MPH, MSC

### **Bibliography**

#### **Peer-Reviewed Journal Articles (original work)**

Makarova KS, Omelchenko MV, Gaidamakova EK, Matrosova VY, Vasilenko A, Zhai M, Lapidus A, Copeland A, **Kim E**, Land M, Mavrommatis K, Pitluck S, Richardson PM, Detter C, Brettin T, Saunders E, Lai B, Ravel B, Kemner KM, Wolf YI, Sorokin A, Gerasimova AV, Gelfand, MS, Fredrickson, JK, Koonin, EV, Daly, MJ: *Deinococcus geothermalis*: The Pool of Extreme Radiation Resistance Genes Shrinks. PLoS ONE 2(9): e955, September 26, 2007.

Anderson I, Rodriguez J, Susanti D, Porat I, Reich C, Ulrich LE, Elkins JG, Mavromatis K, Lykidis A, **Kim E**, Thompson LS, Nolan M, Land M, Copeland A, Lapidus A, Lucas S, Detter C, Zhulin IB, Olsen GJ, Whitman W, Mukhopadhyay B, Bristow J, Kyrpides N.: Genome sequence of *Thermofilum pendens* reveals an exceptional loss of biosynthetic pathways without genome reduction. Journal of Bacteriology 190(8): 2957-2965, Epub February 08, 2008.

Ditty JL, Kvaal CA, Goodner B, Freyermuth SK, Bailey C, Britton RA, Gordon SG, Heinhorst S, Reed K, Xu Z, Sanders-Lorenz ER, Axen S, **Kim E**, Johns M, Scott K, Kerfeld CA: Incorporating Genomics and Bioinformatics across the Life Sciences Curriculum. PLoS Biology 8(8): e1000448, August 10, 2010.

Sieber JR, Sims DR, Han C, **Kim E**, Lykidis A, Lapidus AL, McDonnald E, Rohlin L, Culley DE, Gunsalus R, McInerney MJ: The genome of *Syntrophomonas wolfei*: new insights into syntrophic metabolism and biohydrogen production. Society for Applied Microbiology: Journal of Environmental Microbiology 12(8): 2289-2301, Aug 04, 2010.

Coleman NV, Wilson NL, Barry K, Brettin TS, Bruce DC, Copeland A, Dalin E, Detter JC, Del Rio TG, Goodwin LA, Hammon NM, Han S, Hauser LJ, Israni S, **Kim E**, Kyrpides N, Land ML, Lapidus A, Larimer FW, Lucas S, Pitluck S, Richardson P, Schmutz J, Tapia R, T.: Genome Sequence of the ethene- and vinyl chloride-oxidizing actinomycete *Nocardioides* sp. strain JS614. Journal of Bacteriology 193(13): 3399-3400, Epub May 06, 2011.

#### **Papers and Posters Presented at Meetings**

04/2016 Pynn J, Krog T, Kim E. "Psychiatric Rating Scale Use by Attending Psychiatrists and Residents." Arizona Psychiatric Society Annual Meeting, Phoenix, AZ

05/2016 "Early Psychosis in a 19-year-old Male with History of 'Dabbing' Concentrated Cannabis." University of Arizona College of Medicine 20<sup>th</sup> Academic Excellence Days, Phoenix, AZ

05/2016 "*Dabbing Cannabis and Early Psychosis*" Arizona Society of Child and Adolescent Psychiatry Meeting, Phoenix Children's Hospital

- 10/2017 Kim E, Thomas A, Vito J.: Smoking and Mental Illness: Stop Hitting the Snooze Button. American Psychiatric Assc IPS Annual Meeting, New Orleans, LA
- 05/2017 Hazeghazam M, Kim E, Ramos G.: New-onset Psychosis in an Elderly Woman with Addison's Disease. APA Annual Meeting, San Diego, CA
- 05/2017 Kim E, Levitt G: Escaping the FDA's Black Box Warning for Varenicline: A Case Report of a 40-year-old Veteran with Opioid and Tobacco Use Disorders. 21st Annual University of Arizona Academic Excellence Day, Phoenix, AZ
- 11/2018 "*Smoking and Mental Illness: Stop Hitting the Snooze Button.*" International Society of Addiction Meeting, Busan, South Korea
- 1/2021 "What is the Next Opioid Crisis?" Virtual PsychSummit. Colorado/New York/Arizona Psychiatric Society, Lakewood, CO



**Raymond C. Truex, Jr. MD, FACS, FAANS**

**CURRICULUM VITAE**

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**CURRENT POSITIONS:**

**Medical Director, Physicians' Health Program (2017-Present)**

The Foundation of the Pennsylvania Medical Society

**Associate Medical Director Lifeguard Program (2017- Present)**

**EDUCATION**

**COLLEGE**

Gettysburg College

*B.A. 1963*

**GRADUATE EDUCATION**

Temple University School of Medicine

*M.D. - 1967*

**RESIDENCY**

Pennsylvania Hospital

*Internal Medicine – 1968*

Pennsylvania Hospital

*General Surgery- 1969*

Temple University Hospital

*Neurological Surgery- 1975*

**LICENSURE AND CERTIFICATION**

Pennsylvania Medical License, MD-010475

Unrestricted DEA License

Board Certified – Neurological Surgery

Diplomat, National Board of Medical Examiners

**PREVIOUS POSITIONS**

St. Joseph's Medical Center, Reading, PA 1996-2017

The Reading Hospital and Medical Center, West Reading 1990-2017

Geisinger Clinic, Marworth, Waverly PA 1988-1990

Associate Medical Director

Temple University Health Sciences Center, Philadelphia, PA 1975-1988

Deputy Director- Department of Neurosurgery (1980-1988)

St. Christopher's Hospital for Children, Philadelphia, PA 1975-1988

Department of Surgery, Section Chief, Neurosurgery

Shriners Hospital for Crippled Children, Philadelphia, PA 1975-1988

Albert Einstein Medical Center, Northern Division, Philadelphia, PA 1975-1988

Raymond C. Truex, Jr, MD, FACS, FAANS

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Rolling Hills Hospital, Elkins Park, PA  
 Doylestown Hospital, Doylestown, PA  
 Consulting Staff

1975-1988

1975-1986

**PROFESSIONAL MEMBERSHIPS:**

American Association of Neurological Surgeons  
 American College of Surgeons  
 Congress of Neurological Surgeons  
 Pennsylvania Neurosurgical Society  
 American Medical Association  
 Pennsylvania Medical Society  
 Berks County Medical Society  
 American Society of Addiction Medicine

**ACTIVITIES:**

Berks County Medical Society  
 Chairman, Executive Council (2005-2007)  
 Chairman of Physician's Advocacy Committee (2003-2004)  
 Immediate Past President (2002)  
 President (2001)  
 President Elect (2000)  
 Treasurer (1998-1999)  
 Executive Committee (1996-Present)  
 Delegate, House of Representative PA Medical Society (1998-Present)

Caron Foundation  
 Board of Directors, Inpatient Programs (1997-2000)

Reading Hospital and Medical Center  
 Executive Committee of Medical Staff (2004-2007)  
 Cancer Committee (1998- 2017)  
 Physician's Health and Wellness Committee (1994-2017)  
 Continuing Medical Education Committee (1994-2017)

Temple University School of Medicine  
 Dean's Advocacy Board (1987)  
 President (1987), Medical Faculty Senate  
 President Elect (1986), Medical Faculty Senate  
 Member at Large (1985-1987; 1978-1980), Faculty Practice Plan Board  
 Secretary (1985), Medical Faculty Senate  
 Secretary Elect (1984), Medical Faculty Senate  
 Admissions Committee (1975-1981)  
 Temple University Faculty Senate (1976-1979)

St. Christopher's Hospital for Children  
 Executive Committee of the Medical Staff- Member at Large (1977-1979)  
 Joint Conference Committee (1977-1979)  
 Nominating Committee (1977-1984)

Congress of Neurosurgical Surgeons  
 Host Committee (1982)

Raymond C. Truex, Jr, MD, FACS, FAANS

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Pennsylvania Neurosurgical Society

President (2006-2007)

President Elect (2004-2005)

Neurosurgical Representative to the PA Medical Society, Interspecialty Section (2001-)

Board of Counselors (1984-1987; 1998-2017)

America Association of Neurological Surgeons

Marshall Committee (1985)

Pennsylvania Medical Society

Physician's New Digest, Editorial Board (2001-2004)

Delegate, House of Delegates (1999-Present)

Foundation of the Pennsylvania Medical Society

Advisory Committee, PHP (1998-1999)

Trustee (1999-2017)

Vice Chairman, Board of Trustees (2004-2006)

Chairman (2007-2016)

**CURRICULUM VITAE**

Charles N. Burns, Jr., M.D., F.A.S.A.M.  
 18 Highwoods Road  
 Firewood Farms  
 Wyoming, PA 18644  
 (570) 696-0485

The Wright Center for Community Health  
 169 N Pennsylvania Ave  
 Wilkes Barre, PA 18701  
 (570) 491- 0126

**PERSONAL**

Married – Spouse: Sheila Murphy  
 Children: Kelly, Cara, Erin, Patrick  
 Born in Cleveland, Ohio; June 2, 1950

**EDUCATION**

1. Central Catholic High School, Kingston, PA  
Advanced College Preparatory Course
1. University of Scranton, Scranton, PA  
B.S. Biology, Pre-Medical Curriculum
1. Jefferson Medical College of Thomas Jefferson University, Philadelphia, PA, M.D.  
Degree
1. PGY-1 Surgical Internship  
Geisinger Medical Center, Danville, PA
1. PGY –2 Surgical Resident  
Geisinger Medical Center, Danville, PA
1. PGY-3, 4, 5 AUA Approved Urological Residency  
Geisinger Medical Center, Danville, PA
1. Employee  
Valley Urologic Association, Ltd., Kingston, PA
1. PGY-6 AUA Approved Fellowship, Pediatric and Reconstructive Urology  
Eastern Virginia Graduate School of Medicine, Norfolk, VA  
  
Clinical Instructor, Department of Urology  
Eastern Virginia Graduate School of Medicine, Norfolk, VA
- 7/1983-4/2016 Riverview Urologic Associates, 423 Third Avenue, Suite B, Kingston, PA 18704  
(Formerly known as) – Burns, Rumbaugh, Calise and Rittenberg Urologic Associates
- 4/2016-9/2017 Employee of Intermountain Medical Group, Community Health Systems

9/2017- Present          Retired from active practice of Urology

**CLINIC AFFILIATIONS**

Geisinger MAT Clinic Health Care System, Wilkes-Barre, PA; 2018-May 31, 2023

Dunmore CTC Methadone 2019-2022

The Wright Center for Community Health, MAT Center of Excellence- 2018- Present

**PROFESSIONAL INFORMATION**

Specialty: Addiction Medicine 2022-2032

Specialty:          Urology

Board Status:      Certified in Perpetuity – February, 1983

License:            PA License - MD-019709-E – July, 1977

Fellow of American College of Surgeons – October 19, 1989- December 2017

**Present Board Membership:**

Trustee Little Hill Foundation 2019-Present

Marworth Committee Advisory Board, 2010- May 31, 2023

Executive Committee Physicians' Health Programs of The Foundation of the  
   Pennsylvania Medical Society, 2007-2010 -- 2013-2018

Chairman Executive Committee 2015- 8/2017

Medical Director Kidney Stone Associates, LLC, 2010-9/2017

Preceptor Thulium Cyber Laser, 2012-9/2017

**Professional Societies: Past and Present**

American Society of Addiction Medicine

Luzerne County Medical Society

Pennsylvania Medical Society

American Medical Association

American Urological Association

Mid-Atlantic Section, American Urological Association

American Association of Clinical Urologists

Urological Association of Pennsylvania Endourological Society

Society of Genito-Urinary Reconstructive Surgeons

**Board Membership:**

Executive Board, Luzerne County Medical Society mid 1980s  
 Executive Board, Urological Association of Pennsylvania 1980s  
 President, Urological Association of Pennsylvania, 1987-9/1989

**PAPER PRESENTATIONS**

1980. American College of Emergency Physicians, Atlanta, GA “Emergency Management of Urinary Calculi”
1981. Mid-Atlantic Section, American Urological Association, White Sulphur Springs, WV “Resolution of Prostatic Carcinoma Metastasis Following Orchiectomy and Urinary Retention, Secondary to BPH, Seven Years Later”

**PAPER PRESENTATIONS** (Cont’d)

1981. Mid-Atlantic Section, American Urological Association, White Sulphur Springs, WV “Bladder Neck Obstruction in a Pregnant Female, Secondary to Leiomyoma”
1982. American Urological Association, Kansas City, MO “Comparative Palliative Treatment of Bladder Carcinoma”
1983. American Urological Association, Las Vegas, NV “Classification in Standardization of the Urethral Strictures”
1983. American Urological Association, Las Vegas, NV “Hypospadias Cripples”
1983. American Urological Association, Las Vegas, NV “Evaluation and Reoperation of Patients with Peyronie’s Disease”
1985. International Endourological Society, New York, NY “Valley Urologic’s One Year Experience with Percutaneous Stone Extraction”

**PRIZES AWARDED**

1980. Third Prize, Clinical Research Resident’s Prize Essay Contest  
 Mid-Atlantic Section, American Urological Association, Hot Springs, VA

**CME CREDITS 1995- Present; Fulfilled Yearly to Maintain Licensure**

- |  |                           |
|--|---------------------------|
| Weekly Updates in Urology, 1987                    | 37 CME Category 1 Credits |
| Annual Meeting, Urological Association of PA, 1987 | 12 CME Category 2 Credits |

Annual Meeting, Urological Association of PA, 1988	8 CME Category 1 Credits
Mid-Atlantic AUA Meeting	8 CME Category 1 Credits
Extracorporeal Shockwave Lithotripsy Charlottesville, VA	40 CME Category 2 Credits
Pennsylvania Medical Society Pediatric Urology Seminar, 5/6/88	4.5 CME Category 1 Credits
American Lithotripsy Society Sponsored by Nebraska Methodist Hospital Fifth Annual Meeting, 10/10/91	17.5 CME Category 1 Credits

**CME CREDITS** (Cont'd)

Pennsylvania Medical Society Risk Management Seminar, 10/20/92	3 CME Category 1 Credits
Annual Meeting, American Urologic Association, 5/9/92	3 CME Category 1 Credits
Pennsylvania Medical Society Risk Management Course, 11/2/93	6 CME Category 1 Credits
Weekly Update, American Urologic Association, 1994	40 CME Category 1 Credits
Annual Meeting, American Urologic Association, 10/94	19 CME Category 1 Credits
Pennsylvania Medical Society Risk Management Course, 10/94	6 CME Category 1 Credits

**ADDICTION DISCUSSIONS AND PRESENTATIONS**

Misericordia University Social Work Department

Misericordia University Addiction Symposium

Penn State University Lehman AA, AI-Anon Discussion

Penn State University ECHO MOUD

Clear Brook Rehabilitation Family Program

Brookdale Rehabilitation Family Program

**MELISSA DEVONSHIRE, MBA, CADC, CCDP**

400 Winding Creek Boulevard  
 Mechanicsburg, PA 17050  
 717-558-7819  
 mdevonshire@pamedsoc.org

**EDUCATION**

The Pennsylvania State University  
 Bachelor of Science, Administration of Justice, December 1998  
 Minor in Sociology, December 1998

Alvernia University  
 Master of Business Administration, December 2004

**EXPERIENCE**

<b>Case Manager I</b> Physicians' Health Program	<b>September 2015-Present</b> Mechanicsburg, PA
<b>Intake and CRN Evaluator</b> Treatment Access and Services Center of Berks County (TASC)	<b>March 2008-August 2015</b> Reading, PA
<b>Certified Addiction and Drug Counselor</b> New Directions	<b>March 2006 – March 2008</b> West Reading, PA
<b>Certified Addiction and Drug Counselor</b> Caron Treatment Centers	<b>November 1999 – December 2005</b> Wernersville, PA

**CERTIFICATES AND LICENSES**

Pennsylvania State Board Certified Alcohol and Drug Counselor	#4354
Pennsylvania State Board Certified Co-Occurring Disorders Professional	#5919

**PROFESSIONAL MEMBERSHIPS**

Federation of State Physician Health Programs



**Katie Gruber, MSW, CADC**

1131 Second Street  
Enola, PA 17025  
(717)503-3261  
kgruber@pamedsoc.org

**EDUCATION**

Drexel University  
College of Nursing and Health Professions  
Bachelor of Science, Behavioral and Addictions Counseling Sciences  
Concentration: Addictions Counseling

Temple University  
Master of Social Work  
Concentration: Program Management

**EXPERIENCE**

**Case Manager**  
Physicians' Health Program

**January 2016-Current**  
Harrisburg, PA

**Counselor**  
Gaudenzia Inc.

**August 2008-December 2015**  
Harrisburg, PA

**CERTIFICATES AND LICENSES**

Pennsylvania State Board Certified Alcohol and Drug Counselor #8672

**PROFESSIONAL MEMBERSHIPS**

Federation of State Physicians Health Programs

**Kathleen L. Thiemann, LSW**  
 400 Winding Creek Boulevard  
 Mechanicsburg, PA 17050  
 717-558-7819  
 kthiemann@pamedsoc.org

## **EDUCATION**

Pennsylvania State University – University Park  
 Bachelor of Arts, May 2005  
 Major: Public Relations

Temple University  
 Master of Social Work, May 2018

## **EXPERIENCE**

<b>Case Manager II</b> Physicians' Health Program	<b>November 2019-Current</b> Mechanicsburg, PA
<b>Social Worker</b> Youth Advocate Programs, Inc.	<b>December 2018 -November 2019</b> Harrisburg, PA
<b>Director, Political Action Committee</b> Pennsylvania Medical Society	<b>September 2016 -December 2018</b> Harrisburg, PA
<b>Associate</b> Trinity Group	<b>May 2015 – July 2016</b> Harrisburg, PA
<b>Development Manager</b> Team Pennsylvania Foundation	<b>January 2012 – May 2015</b> Harrisburg, PA
<b>Political Campaign Consultant</b> Keystone Strategies, LLC	<b>March 2007 - January 2012</b> Harrisburg, PA
<b>Associate</b> Greenlee Partners, LLC	<b>February 2006 – March 2007</b> Harrisburg, PA

## **CERTIFICATES AND LICENSES**

Pennsylvania State Board Licensed Social Worker #135899

**PROFESSIONAL MEMBERSHIPS**

Federation of State Physicians Health Programs

National Association of Social Workers

**ALICE C. M. DUNKIN, BA, NCPT4**

400 Winding Creek Boulevard  
 Mechanicsburg, PA 17050  
 717-558-7819  
 adunkin@pamedsoc.org

**Education**

Psychology Bachelor's Degree  
 Allentown College Saint Francis De Sales, Center Valley, PA  
 1997

**Experience**

**Assistant Case Manager**  
 Physicians' Health Program

**February 2020 – Present**  
 Mechanicsburg, PA

**Resource Coordinator/Behavioral Health Specialist/  
 Intake Coordinator**  
 Pennsylvania Psychiatric Institute

**July 2003 – February 2020**

Harrisburg, PA

**Crisis Worker**  
 Holy Spirit Hospital

**January 2012 – December 2012**  
 Camp Hill, PA

**Therapeutic Staff Support**  
 Cornell Abraxas

**November 2000 – July 2003**  
 Harrisburg, PA

**Therapeutic Staff Support**  
 Human Services Consultants Management, Inc.

**April 1998 – November 2000**  
 Harrisburg, PA

**Therapeutic Staff Support**  
 Youth Advocate Programs

**June 1997-April 1998**  
 Mechanicsburg, PA

**Childcare Counselor/Crisis Prevention Specialist/  
 Mental Health Worker**  
 Kidspace National Treatment Center

**October 1987-December 1996**  
 Orefield, PA and Easton, PA

**Certificates**

American Psychiatric Technician Association Certification Level 4 #2019-080

**Volunteer Experience:**

**Auxiliary President**  
**Auxiliary Chaplain**  
 American Legion Auxiliary

**October 2021-July 2022; August 2014- July 2017**  
**August 2013-July 2014**  
 Palmyra, PA

**Secretary**  
 Stand for the Silent Palmyra Chapter

**February 2015 - Present**  
 Palmyra, PA

**Volunteer**  
 The Fogleman's Wounded Warriors Music Festival

**September 2014 - Present**  
 Annville PA

## Wendie Dunkin

### EDUCATION

Harrisburg Area Community College, Harrisburg, PA  
Associate in Arts, Executive Secretarial, 1989

### WORK EXPERIENCE

#### Compliance Assistant

The Foundation of the Pennsylvania Medical Society ..... May 2004 to Present  
Physicians' Health Program, Mechanicsburg, PA

#### Finance/Administrative Assistant

The Foundation of the Pennsylvania Medical Society ..... September 2003 to May 2004  
Finance and Operations, Harrisburg, PA

#### Student Loan/Scholarship Assistant

The Foundation of the Pennsylvania Medical Society ..... September 2001 to September 2003  
Student Financial Services, Harrisburg, PA

#### Administrative Secretary

Central Dauphin High School ..... August 2000 to September 2001  
JFC Staffing Companies, Harrisburg, PA

#### Administrative Secretary

Pennsylvania Medical Society ..... June 1995 to June 2000  
PMSCO, Harrisburg, PA

#### Administrative Assistant

The Foundation of the Pennsylvania Medical Society ..... June 1989 to June 1995  
Physicians' Health Programs, Harrisburg, PA

## CURRICULUM VITAE

**Full Name** Heather A. Wilson, MSW, CFRE, CAE  
**Address** 734 South Plum Street, Lancaster PA 17602  
**Cell Phone:** 717.575.6687  
**Office Phone:** 717.558.7851  
**Email:** [hwilson@pamedsoc.org](mailto:hwilson@pamedsoc.org)



### EDUCATION

---

**Temple University** **January 1990**  
 Bachelor of Science in Elementary and Early Childhood Education,  
 Magna Cum Laude

**Temple University** **May 1999**  
 Master's in Social Work

**Leadership Lancaster**, Class of 2004

**Certified Fundraising Executive Certification**, October 2008, recertified 2018, recertified 2021

**Certified Association Executive**, June 2019, recertified 2022

### EXPERIENCE

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**PENNSYLVANIA MEDICAL SOCIETY (PAMED)** **07/14 -**  
 Present  
**HARRISBURG, PA**  
**Deputy Executive Vice President (.7 FTE)**

- Responsible for all aspects of PAMED operations including administration, management, development, and financial control.
- Assists with strategic planning and coordination of the organization's programs, projects, and policy positions.
- Communicates organization goals and operational plans to all levels of the organization and to members.
- Directs activities of assigned departments to ensure conformance with goals and objectives and works to remove or address impediments to peak performance.
- Cultivates an external presence in the health care and medical community including official and informal liaisons with elected officials, public agencies, national, state and

county medical societies and associations, the business community, civic organizations and other stakeholders.

**FOUNDATION of the PENNSYLVANIA MEDICAL SOCIETY  
HARRISBURG, PA**

**03/12 - Present**

**Executive Director (.3 FTE)**

- Provides executive leadership and oversight for the Foundation of the Pennsylvania Medical Society, a 501-c-3 nonprofit organization. Responsibilities include:
  - The Physician's Health Program which provides monitoring and advocacy for physicians, physician assistants, dentists and dental hygienists who are diagnosed with substance use disorder.
  - LifeGuard® which utilizes an assessment and preceptorship model to provide a clear path for physicians who are re-entering the workforce or have their clinical skills called into question.
  - Student Financial Services which offer scholarship and loan assistance for medical students
  - Philanthropy which identifies, cultivates and stewards major donors to undergird the programs of the Foundation with philanthropic gifts
  - Technical assistance for programmatic design and grant writing support

**PENNSYLVANIA MEDICAL SOCIETY (PAMED)  
HARRISBURG, PA**

**07/16 – 12/16**

**Interim Executive Vice President**

- Served as the board appointed interim Executive Vice President during a period of executive leadership transition.
- Guided the organization through a board and House of Delegates process to approve a landmark \$15 million investment to establish a patient-centered and physician-led clinically integrated network and management services organization.
- Managed a national Executive Vice President search for the appointment of the next Pennsylvania Medical Society EVP.
- Provided interim management and leadership during a reorganization of a PAMED for profit subsidiary, Pennsylvania Medical Society Consulting Organization.

**LANCASTER GENERAL HEALTH, LANCASTER, PA  
LANCASTER GENERAL HEALTH FOUNDATION**

**06/08 – 03/12**

**Director, Major Gifts & Planned Giving**

- Appointed by the Lancaster General Health Foundation President to supervise staff and fundraising operations at Lancaster General College of Nursing and Health Sciences, Lancaster General Health Women and Babies Hospital, Lancaster Cleft Palate Clinic and VNA Community Care Services.

- Managed fund and friend raising teams which include trustee and executive leadership to organize proposals for corporate, government, individual and foundation consideration to fund top priorities for the Lancaster General Health system.
- Supervised Senior Development Team.
- Planned and executed a \$22 million dollar Capital Campaign to establish the Ann B. Barshinger Cancer Institute which had confirmed gifts totaling \$17 million at the time of departure.
- Provided oversight of a comprehensive grant writing program to secure and manage funds from foundation and governmental funders.
- Stewarded a major donor portfolio of 100+ individuals.
- Assumed responsibilities during extended medical leaves taken by the Foundation President.

**LANCASTER GENERAL HEALTH, LANCASTER, PA**

**12/05 - 06/08**

**LANCASTER GENERAL HEALTH FOUNDATION**

**Senior Development Officer**

- Appointed by the Vice President of Development to create, implement, and manage a newly created Development Office at Lancaster General Health Women and Babies Hospital.
- Completed detailed planning, budgeting, project management and problem solving for both technical and organizational issues related to fundraising for women's health.
- Maintained a high visibility role and provided communication of financial needs to meet multi-million dollar operational budgets on an annual basis.
- Provided leadership and management for special events, grant writing projects, annual appeals, donor relations, and government advocacy.
- Worked as part of the Women and Babies leadership team to identify financial needs and opportunities for donor engagement.
- Outlined strategic goals and implemented a quarterly reporting system to measure outcomes.
- Established, cultivated and secured major gifts for a planned giving program.
- Guided work teams of support staff, physicians, nurses and community members to combine development activities with healthcare services to ensure healthcare access for all members of the community.
- Created communications and delivered presentations across all levels including internal departments and community systems.

**LANCASTER GENERAL HEALTH, LANCASTER, PA**

**06/00 – 12/05**

**Development Director**

- Coordinated all fundraising initiatives for two Lancaster General Health entities: VNA Community Care Services and the Lancaster Cleft Palate Clinic.
- Participated as part of senior management team at both VNA and LCPC.



- Provided leadership and management of special events, grant writing, annual appeals and donor relations.
- Facilitated interaction between LCPC Parent Support Group and the Clinic.

### **THE SALVATION ARMY, LANCASTER, PA**

**06/92 – 06/00**

#### **Social Services Coordinator**

- Directed all Social Service Programs including Latch-Key and Day Camp, Emergency Assistance, HIV/AIDS Outreach, Men’s Rehabilitation Residence, and Holiday Assistance Programs.
- Trained, supervised and provided annual review for social service staff.
- Provided case management and service delivery at the family and community level.
- Built community links to agencies and groups to meet community and individual needs.

### **MEMBERSHIPS & COMMUNITY LEADERSHIP**

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Linden Hall School for Girls – Trustee/Chair	2015-Present
Federation of State Physician Health Programs - Trustee/Secretary	2019-Present
Federation of Physician Health Programs – Committee Member	2016-Present
American Association of Medical Society Executives – Member	2014-Present
Pennsylvania Society for Association Excellence – Member	2012-Present
Pennsylvania Association of Non-Profit Organizations – Member	2012-Present
Association of Fundraising Professionals – Member	2000-Present
Excentia – Trustee	2010 - 2016
Junior League of Lancaster, PA - Member	2008 - 2012
Lancaster General Health Cancer Campaign – Committee Member	2009 - 2013
Association for Healthcare Philanthropy – Member	2007 - 2015
Linden Hall Alumnae Association – Committee Member	1990 - 2009
Millersville Non-Profit Resource Network – Advisory Member	2008 - 2010
Lancaster Foundation for Educational Enrichment – Trustee	2004 - 2010

## Tracey L. Ziegler BSN, RN

309 W Orchard Drive Palmyra, PA 17078 || C: (717) 926-8105 E-mail: [tzig0419@gmail.com](mailto:tzig0419@gmail.com)

### Professional Summary:

Experienced nurse leader with over 20 years of experience in healthcare settings. Strong clinical and management background. Many years serving as infection control preventionist. Proficient in quality assurance and performance improvement and peer review.

### Professional Licensure:

Pennsylvania State Board of Nursing License # RN-510618-L

### Experience:

<b>The Foundation of the Pennsylvania Medical Society</b>	Mechanicsburg, PA
<i>Director LifeGuard Program</i>	01/2023-current

- Communicate with assessment providers, regulatory bodies, licensing boards and employers to obtain status/progress reports on physician participants or to discuss concerns.
- Coordinate with the medical director and support coordinator to ensure that assessment, monitoring and remediation plans for program participants are appropriate and complete
- Facilitate assessment team discussions.
- Administer the overall function of LifeGuard to ensure the most effective utilization of personnel and job functions.
- Prepare, review, and adhere to budgets.
- Oversight of the creation of proposals and reports for all program participants.
- Maintain LifeGuard statistical reports and prepare summary reports for the Foundation Board.
- Assist in the dissemination of LifeGuard information and marketing materials
- Participate in team meetings and planning sessions to plan for program changes and future needs.
- Contribute to achieving the Foundation's overall goals and objectives

<b>Ophthalmology and Surgical Institute of Central PA</b>	Carlisle, PA
<i>Perioperative Services Director</i>	01/2015-12/2022

- Clinical and operational oversight of multi-specialty surgery center
- Manage the policy and procedure manuals as well as the various mandatory programs (QAPI, Infection Control, Emergency and Disaster Preparedness, OSHA, HIPAA).
- Infection Control preventionist for the Center.
- Quality improvement coordinator for the center.
- Negotiate contracts with insurers/payors.
- Responsible for maintenance of all medical staff credentialing/re-credentialing files and associated processes.
- Oversight of cost containment measures and maintenance of appropriate inventory levels.
- Participate in the creation and management of the capital budget.
- Oversight of surgery center expansion with an addition of a second operating room and additional recovery room beds.

**PMSCO Healthcare Consulting***Nurse Consultant*

Harrisburg, PA

9/2012-12/2014

- Manage projects with ambulatory surgery center clients including facility start-ups, quality improvement projects, patient safety initiatives, infection control surveys, and OSHA surveys.
- Manage ASC subscription services plan including knowledge of Ambulatory Surgery Center (ASC) industry standards as well as development and maintenance of appropriate policies and procedures for ASC clients.
- Maintain knowledge of state and federal regulations and accreditation standards pursuant to ASCs

**Physicians Surgery Center***Clinical Manager*

Lebanon, PA

2006-2012

- Management of a multispecialty surgery center that provides services for 5,000+ patients per year.
- Infection Control preventionist for the Center.
- Create nursing schedules for improved quality and continuity in staff scheduling.
- Supervise, educate, and provide support to staff, patients, and patient families.
- Facilitate committee creation, education seminars, and training opportunities.
- Efficiently collaborate with multiple members of various interdisciplinary teams.
- Oversight of sterile processing department

*Perioperative Registered Nurse*

2005-2006

- Able to work independently in all areas of an ambulatory surgery center, with the ability to scrub and circulate in the Operating Room.

**Apple Hill Surgery Center***Perioperative Registered Nurse*

York, PA

2001-2005

- Able to work independently in all areas of an ambulatory center, with the ability to scrub and circulate in the Operating Room.
- Assisted in the orientation of new staff through the perioperative process.
- Involved in Performance Improvement, including patient satisfaction, cost containment, and policy and procedure.

**Community General Hospital***Staff Registered Nurse/charge nurse-Med/Surg ICU*

Syracuse, NY

1998-2000

**Lancaster General Hospital***Staff Registered Nurse-Trauma/Neurosurgical Unit*

Lancaster, PA

1996-1998

**Education:****Master of Business Administration: Healthcare Administration**

Lebanon Valley College

2023-current

**Bachelor of Science: Nursing**

Penn State

2019

World Campus

**Diploma in Nursing**  
Lancaster General Hospital School of Nursing

1995  
Lancaster, PA

**MARCIA A. LAMMANDO, BSN, RN, MHSA**

6560 Tom Street  
Pfafftown, NC 27040  
717-379-5563

[mlammando@lifeguardprogram.com](mailto:mlammando@lifeguardprogram.com)

[mlammando@usemeccconsulting.com](mailto:mlammando@usemeccconsulting.com)

Pennsylvania License - RN215966L

**EDUCATION**

<b>University of St. Francis</b> <i>Joilet, Illinois</i>	MHSA Summa cum laude	1999
<b>University of Pennsylvania</b> <i>Wharton School of Business Philadelphia, PA.</i>	Executive Management Program	1994
<b>Pennsylvania State University</b> <i>Capitol Campus Middletown, PA</i>	Certificate Microcomputer Applications	1991
<b>National Institute for Health Care Quality</b> <i>Babson College Center for Executive Learning Wellsley, MA</i>	CQI Facilitator Program	1989
<b>Harrisburg Area Community College</b> <i>Harrisburg, PA</i>	Continuing Education Business courses prerequisite for Master's	1985-1987
<b>Pennsylvania State University</b> <i>University Park, PA</i>	B.S.N.	1976

**PROFESSIONAL EXPERIENCE**

**Foundation of the Pennsylvania Medical Society**  
400 Winding Creek Blvd.  
Mechanicsburg, PA 17050

**LifeGuard® Program Advisor**  
*March 2023-Present*

Provides advisory services to the LifeGuard staff and reviewer/faculty team related to ongoing programs, as well as individual participant programs. Assists in recruitment of new reviewers and faculty when needed. Charged with developing new assessment programs when the need arises.

**MEC Consulting, LLC**  
6560 Tim Street  
Pfafftown, NC 27040

**President and CEO**  
*January 2015-Present*

Consults with physician-owned ambulatory surgery centers to develop new centers, including, but not limited to completion of applications, all operational documents needed for state licensure, CMS certification, and accreditation, equipment and supply purchasing, and personnel and credentialing file development, in-service education. Assists currently licensed, CMS certification and accredited centers to maintain compliance with rules, regulation CMS conditions for coverage, and accreditation on an ongoing basis. Provides newly developed and revised operational documents, inclusive of policies and procedures, programs and plans as regulations, standards, guidelines and best practices evolve in the ASC industry. Provides initial credentialing and re-credentialing services for medical and ancillary staff. Provides additional services when requested by clients, should additional problem-solving, development of quality improvement projects, and discussions of standards, guidelines and best practices be requested.

**Foundation of the Pennsylvania Medical Society  
LifeGuard®**

777 E. Park Drive  
P.O. Box 8820  
Harrisburg, PA 17105-8820

**Program Director**

*February 2011 to March 2023*

Developed the initial concept of LifeGuard® a clinical skills assessment and remediation program in 2008 by the directive of the Board of Trustees of the Pennsylvania Medical Society. Served since February 2011, as the Program Director. Instrumental in the recognition of LifeGuard by numerous state boards and health systems as a major clinical assessment program across the United States.

As Program Director of LifeGuard®, responsibilities include:

- Overseeing the day-to-day operations of the program and providing direction for infrastructure development and program enhancements.
- Conducting interviews of physician participants
- Coordinating intake information with referring entities
- Selecting customized program components for participants in collaboration with LifeGuard's medical director
- Vetting of newly developed assessment tools, program methodologies, and partnership management
- Providing ongoing support to physician participants throughout their individual programs and oversight of the case management processes
- Ongoing communications with state boards, other referring sources, and both prosecuting and defense attorneys
- Interfacing regularly with the National Board of Medical Examiners' Post-Licensure Assessment System (PLAS) staff
- Developing collaboration and partnering opportunities to enhance LifeGuard's program offerings

With significant experience in physician and adult education and learning modalities coupled with programmatic concept development and a strong clinical background, developed the model approach to the Late Career Physician and the Fitness for Duty Assessment programs.

**PMSCO Healthcare Consulting**

777 E. Park Drive  
P.O. Box 8820  
Harrisburg, PA 17105-8820

**Director, Clinical Consulting**

*February 1998 to February 2011*

As Director of Clinical Consulting, responsibilities included:

- Provision of utilization and quality management of member populations associated with risk contracts held by various physician organizations across the state of Pennsylvania
- Development and implementation of quality and utilization management committee structures within the PO in accordance with National Committee for Quality Assurance standards for Physician Organizations
- Development of study design methodologies for quality improvement activities including the composition of quality improvement studies and presentation of quality data to PO committees responsible for making recommendations for quality initiatives
- Assisting PO committees in the appropriate direction for intervention based on data analysis
- Developing a care management system approach with a physician sponsored organization, a PO and a health system, which entailed a three-phased approach to fully delegation medical management for a Medicare population
- Analysis of clinical data for all membership populations, including population-based and disease state prevalence analysis
- Direction of disease management interventions to specific populations and providers
- Research and development of clinical practice guidelines based on the needs of client organization
- Development of a utilization database for the purpose of tracking inpatient utilization for physician organizations "at-risk."
- Development of an ambulatory surgery center package investigating the economic and legal feasibility associated with the development of ASCs
- Development of turnkey operations for ASC's inclusive of all policies, procedures, programs and plans to comply with state and federal rules and regulations.

**Keystone Health Plan Central**  
300 Corporate Center Drive  
Camp Hill, PA 17011

**Quality Management Department, Manager**  
*1996-1998*

**Premier Ophthalmology Surgical Center**  
92 Tuscarora Street  
Harrisburg, PA 17104

**Director of Administrative and Clinical Services**  
*1993-1996*

**Community General Osteopathic Hospital**  
4300 Londonderry Road  
P.O. Box 3000  
Harrisburg, PA 17105-3000

**Assistant Vice President, Nursing Services**  
*1987-1993*  
**Surgical Unit Manager**  
*1985-1987*

**Harrisburg Hospital**  
Harrisburg, PA 17101

**Respiratory Intensive Care Unit Manager**  
*1982-1985*

**Conemaugh Valley Memorial Hospital  
School of Nursing**  
Johnstown, PA

**Clinical Instructor - Junior & Senior Level**  
*1981-1982*

**Mercy Hospital School of Nursing**  
Altoona, PA

**Didactic/Clinical Instructor – Freshman & Senior Level**  
*1978-1981*

**Mercy Hospital**  
Altoona, PA

**Staff Nurse – Orthopedics**  
*1976-1978*

## **PROFESSIONAL ORGANIZATIONS**

Pennsylvania State University Alumni Association  
Sigma Theta Tau International Nursing Honor Society, Beta Sigma Chapter  
Association for Professional in Infection Control and Epidemiology (APIC)  
Association of periOperative Registered Nurses (AORN)  
Coalition for Physician Enhancement (CPE) – current President, term ends December 2023

## **LICENSURE**

Currently maintain active professional licensure in the state of Pennsylvania, inactive licensure in the state of Arizona.

«Number»



This logo will be changed to a PA-NHP logo for the Nurses' Health Program – the edits in red reflect the changes that would be added to serve nurses

## MONITORING AGREEMENT

### TERM

I, «First» «Last»«Suffix», «Credential», agree to the terms of this agreement between me and the Nurses' Health Program (PA-NHP), a program of The Foundation of the Pennsylvania Medical Society. The initial monitoring agreement will be for a period of «Years» year(s) beginning the «Day1» day of «Month1», «Year1». Prior to the «Day2» day of «Month2», «Year2», the terms of the agreement will be reviewed and revised as appropriate to my needs.

**I agree that the PA-NHP may extend my term of monitoring at the end of this contact period if there is reason to support the need for additional monitoring or extended treatment.**

### INTRODUCTION

This agreement has been designed to allow the PA-NHP to assist me in meeting my personal and professional needs and is entered into for the purpose of documenting my recovery. I understand that the PA-NHP will provide support/advocacy for me by compiling documentation that accurately reflects my compliance with this agreement. I also understand that it is my responsibility to assure that my documentation is submitted as required.

This file is not considered a medical record. The PA-NHP does not provide drug and alcohol treatment or medical treatment to participants. Information is collected in order to document your recovery and to advocate on behalf of the participant. Copies of files will not be released.



ADVOCACY

I understand that non-compliance with this agreement will be reflected in PA-NHP letters, summaries and/or status reports and that non-compliance with this agreement may result in termination of the agreement. **I am aware that file closure for non-compliance may prevent me from re-entering a PA-NHP agreement for 6-12 months.** I also understand that I may terminate this agreement by submitting a written request to the PA-NHP. Future advocacy will be based on my term of active involvement with the PA-NHP.

**LETTER FEES:**

For those currently in an active agreement:

- Compliance letters inform the recipient of participation and compliance \$10.00
- Compliance letters inform the recipient of participation, compliance and includes drug testing results \$25.00
- Quarterly reports to the PHMP are included in the quarterly monitoring fee, if required.
- Detailed letters provide a summary of treatment, agreement requirements, and compliance \$50.00
- Rush fee for any letters (additional \$10.00)
- Fax fee for any letters (additional \$10.00)

For those not currently in an active agreement with the PA-NHP:

- Compliance letters inform the recipient of dates of agreement \$50.00
- Detailed letters \$250.00
- Rush fee for any letters (additional \$10.00)
- Fax fee for any letters (additional \$10.00)

**TESTIFYING FEES:**

I understand that I will be required to pay a fee to the PA-NHP if my attorney or I request the staff to testify at a court hearing on my behalf. I understand the PA-NHP will charge me the following rates:

- Medical Director, Program Director, or Case Manager \$350.00 per hour (15-minute prorate)
- Administrative \$25.00 per hour (15-minute prorate)
- Travel and Mileage (Standard Commonwealth Mileage Rate)

A \$250.00 deposit must be made at the time the PA-NHP is made aware of the need for testifying. This deposit will be deducted from the final invoice. I agree to make the remainder of my payment in full within 15 days upon receipt of the PA-NHP invoice.

AMENDMENTS

This document may be subject to revision from time to time with the written consent of all parties involved. An amendment will be prepared to reflect any such revision(s). Any changes will be in amendment form. You will receive two copies, one to sign and return within two weeks, the other for your file.

SUMMARY

Check-in with Affinity - DAILY (Monday - Friday) - 877-267-4304

Check-in calls with PA-NHP - Weekly for four weeks, then two times per month (Monday - Thursday, 8:00 a.m. – 5:00 p.m.)

12-Step attendance submitted online monthly.

Therapy Reports submitted online quarterly.

PA-NHP Monitor Reports submitted online quarterly.

Workplace Monitor Reports submitted online quarterly.

**TREATMENT****THERAPY**

1) I agree to immediately enter into therapy until such time as the attending therapist(s) discharge me from such treatment in collaboration with PA-NHP.

Individual:     X     Group:            Family/Couples:           

It is my responsibility to remind the therapist when a report is due. These can be completed online or on paper (it is your responsibility to provide them with a form). If the therapist is agreeable to submitting reports on line, please have them call the PA-NHP.

**OTHER TREATMENTS/REQUIREMENTS**

Examples: Other therapies, courses (prescribing, boundaries, ethics), rechecks at treatment centers, etc.

**INITIAL HERE TO INDICATE THERAPY REQUIREMENTS HAVE BEEN EXPLAINED**           

**DRUG TESTING**

1) I choose to do all drug testing through the Professionals Health Monitoring Program (PHMP), Bureau of Professional and Occupational Affairs, Commonwealth of Pennsylvania. *I understand that numbers 1-8 below do not apply and I agree to follow all PHMP policies and procedures for drug testing.* **INITIAL HERE TO INDICATE SELECTION**           

I choose to do drug testing with both PA-NHP and PHMP. *I understand that numbers 1-8 below apply to my participation.* **INITIAL HERE TO INDICATE SELECTION**           

1) I agree to participate in random specified urine and blood analysis program approved by the PA-NHP. I agree to login into my Affinity eHealth account Monday - Friday to check my testing status. Testing status can be checked between the hours of 12:30 a.m. and 4:00 p.m.

2) I am aware that the frequency of testing is determined by the PA-NHP staff, individualized per participant based on evaluation and or treatment recommendations. Time period in monitoring and compliance with my monitoring agreement will affect my frequency of drug testing. I am aware that my file will be reviewed on a yearly basis by the PA-NHP to determine appropriate frequency.

3) I agree to other testing for drugs or alcohol as deemed appropriate by the PA-NHP Medical Director. These tests can include but not be limited to, hair, nail, saliva, etc.

4) I agree to familiarize myself with food and substances that are known to produce positive tests. I further agree to review ingredients of products for substances that are known to produce positive tests when available. I am aware that my Affinity eHealth account has a listing of drugs to avoid. I am aware I must avoid poppy seeds, cannabinoid (including THC & CBD) and hemp products, kratom (mitragyna), alcohol-based medications, foods or products (including kombucha or similarly fermented products). If I have questions, I agree to call the PHP before taking anything. In the event of ingestion of a prohibited substance, results will be considered in the context of all the monitoring procedures described in this agreement.

5) I have been given a Medication Guide and agree to review it in its entirety. This guide is also available through my Affinity account. I am aware that if there is a need to take a Class B or C drug (as listed in the guide), I will obtain approval from my treating physician/provider, submit documentation, and contact a PHP Medical Director to discuss the use of the medication. I agree to notify the PA-NHP when I start and finish any medication listed in Class B or C.

**INITIAL HERE TO CONFIRM RECEIPT OF THE MEDICATION GUIDE**

6) I am aware that any positive drug test will result in a referral for an evaluation. The PA-NHP will provide a list of approved evaluators.

7) I am aware that I must notify the PA-NHP of any travel plans at least five (5) days prior to leaving. I will add a monitoring interruption through my Affinity login or call the PA-NHP. In the event of an emergency requiring immediate travel, I will call the PA-NHP to notify them of my inability to check-in and test. I am aware the limit for monitoring interruptions is 15 testing days per calendar year. Staff will deny any requests greater than the 15 testing days per calendar year and participants will need to check in and provide a specimen while they are out of town. Prior to going out of town, participants need to work with Affinity staff to help locate a testing site and verify supplies.

8) I am aware that I am fully responsible for payment of all drug testing.

**INITIAL HERE TO INDICATE DRUG TESTING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**12-STEP MEETINGS OR  
OTHER APPROVED SELF HELP GROUPS**

1) 12-STEP (AA, NA, CA, etc.) - I agree to attend three (3) 12-Step Program meetings each week. I agree to obtain a sponsor and home group and participate in stepwork with my sponsor.

Meetings should be recorded electronically through your Affinity eHealth account and submitted monthly. **Please do not include therapy sessions on your meeting logs.**

2) CADUCEUS - I further agree to attend Caduceus meetings unless they are not geographically feasible. Caduceus attendance counts towards 12-Step meetings attendance and can be recorded in the same fashion. I have been provided with a list of Caduceus meetings in Pennsylvania.

3) IDAA - The PA-NHP strongly recommends attendance to at least one national meeting of the IDAA within the five years of your contract. This is an important component of your recovery. Information about IDAA can be found at [idaa.org](http://idaa.org).

**INITIAL HERE TO INDICATE 12-STEP MEETING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**MEDICAL CARE**

1) I agree to have a personal care physician, and to avoid self-treatment, because these are important parts of my recovery. I will allow my personal physician(s) to inform the PA-NHP of conditions for which I am under treatment as well as all medications. I will inform my PCP of my recovery and request that controlled substances and other potentially addictive drugs not be prescribed unless there is no alternative treatment available. I will engage in a complete history and physical examination if recommended by the PA-NHP.

***I am aware that no family members or co-workers can act as my treating physician.***

2) I agree not to prescribe scheduled drugs for family members or others who are not legitimate patients within the scope of my practice.

3) I agree to maintain abstinence from the use of any mood altering chemicals (drugs and/or alcohol) unless prescribed by my physician in an appropriate manner for an illness with full knowledge of my diagnoses and monitoring.

4) A copy of any prescription for controlled substances/drugs of addiction must be faxed to (855) 933-2605 or confidentially emailed to the PA-NHP office for PA-NHP Medical Director approval.

**INITIAL HERE TO INDICATE MEDICAL CARE REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**PA-NHP CHECK-IN**

1) I agree to contact the PA-NHP by telephone to discuss my recovery and compliance with my monitoring agreement.

FREQUENCY OF CONTACT: Weekly for one month, then one time per month

It is your responsibility to call the PA-NHP office, Monday - Thursday to "CHECK-IN." A CHECK-IN call can be completed by any PA-NHP staff member. When calling, please state that the purpose of the call is to "CHECK-IN." **Voicemails are not acceptable as check-in calls.** Voicemails are acceptable to ask for forms, remind us of a vacation, etc.

Toll Free:	Regular Line:	Emergency Line:
866-747-2255	717-558-7819	717-558-7817

PA-NHP telephone hours are 8:00 a.m. to 5:00 p.m. Monday - Thursday. The PA-NHP takes lunch from 12:30 p.m. to 1:30 p.m. Case conference is held every Tuesday and Thursday from 9:30 a.m. to 11:00 a.m. We are here on Friday from 8:00 a.m. to 5:00 p.m. and will answer the emergency line. As a reminder, check-in calls are not to be made on the emergency line and cannot be done on a Friday.

**INITIAL HERE TO INDICATE PA-NHP CHECK-IN REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**DISCLOSURE AND MONITORING****WORK DISCLOSURE AND CONTACT**

1) ENTER ANY WORK RESTRICTIONS (Return to work dates, conditions, etc.) I agree that I shall not do any of the following until specific written permission is granted by the VRP Case Manager in collaboration with the PA-NHP Case Manager

- (a.) Practice nursing in any capacity that involves the administration of controlled substances (typically for a period of no less than six months upon returning to licensed practice);
- (b.) Function as a supervisor;
- (c.) Practice in a private practice setting;
- (d.) Practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
- (e.) Practice as an agency nurse.

2) I agree that I will fully disclose my recovery status, and my participation in the PA-NHP to all places where I practice medicine. I agree to name a workplace liaison.

*A liaison should be someone at your place of employment or hospital(s) where you hold privileges. This person needs to be someone who represents that entity—i.e., CEO, president, owner, director. The liaison is different from the workplace monitor and is used as another line of communication between your place of employment and/or hospital. The liaison is not required to send reports to the PA-NHP.*

3) I give permission for the PA-NHP to communicate with my employers, institutions, organizations, companies, and/or hospitals. Such communication may include, but is not limited to, assessment and treatment recommendations, notification of positive toxicology screens as well as other pertinent relapse information.

4) I authorize the PA-NHP to provide any or all of my employers, institutions, organizations, companies, and/or hospitals with quarterly recovery status reports. I agree to sign a specific release of information for each entity that is to receive quarterly status reports. I further understand that such reports will reflect my compliance or non-compliance with all aspects of my PA-NHP monitoring agreement.

**WORKPLACE MONITOR**

1) I agree to name a workplace monitor who has regular contact with me and will observe and report every three months on my attitude and behavior in the workplace. The choice of workplace monitor is subject to approval by the PA-NHP.

It is my responsibility to let my workplace monitor know when a quarterly report is due.

**PA-NHP MONITOR**

1) I agree to maintain contact with my PA-NHP monitor, who will be assigned to me by the PA-NHP.

It is my responsibility to meet in person with my PA-NHP monitor on a monthly basis and verify my report is sent on a quarterly basis.

It is my responsibility to meet with my PA-NHP Peer Monitor once per month. I will verify my report is sent on a quarterly basis.

**INITIAL HERE TO INDICATE DISCLOSURE AND MONITORING REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**PHMP**

1) I have signed/will sign an agreement with the Professional Health Monitoring Programs (PHMP), Bureau of Professional and Occupational Affairs.

2) I agree to open communication between the PA-NHP and the PHMP and will execute any consents appropriate to allow communication with the Bureau.

**INITIAL HERE TO INDICATE PHMP REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**REPORTING AND COMMUNICATION****REPORTING**

1) I further understand the PA-NHP will take action as is necessary and/or legally mandated to report my failure to comply with the provisions of this agreement to person(s), group(s), and organization(s) that need to be informed for patient protection and my own well-being.

The persons or entities to whom PA-NHP will disclose this information will vary with the circumstances but may include some or all of the following:

- nurses or others associated with my medical (nursing) practice;
- nurses or others associated with a hospital(s) nursing program with which I have privileges;
- the Professional Health Monitoring Programs (PHMP) of the Bureau of Professional and Occupational Affairs; and
- person(s) associated with the State Professional Licensing Boards, including any person whom a Consent Order and Adjudication or an Adjudication requires to be so informed.

I understand that the disclosures and reporting discussed above are separate and distinct from the regular communications that are integral to my treatment and monitoring.

**COMMUNICATION**

1) I agree to inform other appropriate persons and/or institutions of my participation in the PA-NHP. This includes naming an emergency contact. Other persons and institutions may include, but is not limited to, family members, other state NHPs, attorneys, etc.

- 2) I agree to open communication between the PA-NHP and those delineated in this agreement and agree to execute any consents for release of information necessary to facilitate or allow that communication.
- 3) I agree to advise all parties to this agreement immediately if I should suffer a relapse or exacerbation of symptoms, and to comply with the recommended treatment. This includes all legal entities with whom I am engaged.
- 4) I agree to notify the PA-NHP of any change of address, employment, telephone numbers, legal status, and marital/family conditions that might have relevance to recovery.
- 5) I agree to notify the PA-NHP of any arrests, investigations, or complaints, including regulatory agency complaints.
- 6) I agree to notify the PA-NHP of any disciplinary notices by regulatory agencies, hospitals or employers.
- 7) I agree to notify the PA-NHP of any malpractice claims or notice of adverse events.
- 8) I agree to participate in any follow-up interviews and data collection concerning my recovery.

**INITIAL HERE TO INDICATE REPORTING AND COMMUNICATION REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**CONDUCT**

- 1) I am aware that any abusive conduct towards PA-NHP staff, including but not limited to, yelling, cursing, threats of harm, unprofessional behavior, etc. will not be tolerated. I am aware that if I engage in any abusive conduct my PA-NHP file will be closed.

**INITIAL HERE TO INDICATE CONDUCT REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

**FINANCIAL RESPONSIBILITY**

- 1) I understand that I will be required to pay a case initiation fee to enroll in the PA-NHP. I agree to make this payment in full at the time my agreement with the PA-NHP is signed. I agree to take responsibility for all my expenses incurred as a result of my treatment and recovery. I further agree to pay for all costs incurred in necessary monitoring and documenting my recovery. Failure to meet my financial obligations can result in termination of my agreement and will result in PA-NHP status reports being delayed or not completed. **All fees are subject to change.**

Case Initiation Fees are as follows:

\$100.00 Licensed Nurse, Dietician, Temporary Practice Permit Holders

Monthly Monitoring Fees are as follows:

\$50.00 licensed RN, CNS, CRNP and licensed LDN, LPN

\$30.00 licensure candidates, students, and non-working licensees

Payments will be made electronically through your Affinity eHealth account. You will see a program fee on your account page outlining the amount owed.

**If monthly payments are in arrears, no advocacy letters will be sent.**

The PA-NHP offers a flexible payment plan if you cannot meet the payment requirement. Please contact the PA-NHP office to schedule a payment plan.

**INITIAL HERE TO INDICATE FINANCIAL RESPONSIBILITY REQUIRMENTS HAVE BEEN EXPLAINED \_\_\_\_\_**

_____ DATE	_____ «First» «Last»«Suffix», «Credential»,
_____ DATE	_____ Medical Director, Nurses' Health Program

Note – all releases below indicate contact information for the PHP, if the contract is awarded to the Foundation, a separate phone line and email will be created for participants in the PA-NHP.

RELEASE OF INFORMATION FORM



**Physicians'  
HEALTH  
Program**

**400 Winding Creek Boulevard  
Mechanicsburg, PA 17050  
Telephone: (717) 558-7819 ☎ Fax: (855) 933-2605  
☎ Toll Free: (866) 747-2255 ☎**

The Foundation of the Pennsylvania Medical Society

Send information to: (name & address necessary)	*Name/Title: *Company: *Address: *Address: *City, State, Zip: Telephone Number: FAX NUMBER:	Kevin Knipe _____ PHMP _____ PO Box 10569 _____ _____ Harrisburg, PA 17105 _____ 717-783-4857 _____ _____
--	---	--

From: Nurses' Health Program

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- |  |  |
|--|--|
| <input type="checkbox"/> Credentialing                       | <input type="checkbox"/> Statement Regarding Compliance                    |
| <input type="checkbox"/> Licensure (requires summary letter) | <input checked="" type="checkbox"/> Other: <u>Participation in Program</u> |

**\*INFORMATION TO BE DISCLOSED:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Compliance Statement     | <input checked="" type="checkbox"/> Quarterly Compliance Statements |
| <input checked="" type="checkbox"/> Summary of Participation | <input checked="" type="checkbox"/> Verbal Communication            |

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

* _____	* _____
<b>Participant Signature</b>	<b>Date</b>





**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

Send information to: \*Name/Title:  
(name & address necessary) \*Company:

\*Address:

\*Address:

\*City, State, Zip:

Telephone Number:

FAX NUMBER:

**RELEASE OF INFORMATION FORM**

400 Winding Creek Boulevard  
Mechanicsburg, PA 17050

Telephone: (717) 558-7819 ☎ Fax: (855) 933-2605

☎ Toll Free: (866) 747-2255 ☎

Julie Droddy

PHMP

PO Box 10569

Harrisburg, PA 17105

717-783-4857

From: Nurses' Health Program

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

Credentialing

Licensure (requires summary letter)

Statement Regarding Compliance

Other: participation in program \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

Compliance Statement

Summary of Participation

Quarterly Compliance Statements

Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
Participant Signature

\*

\_\_\_\_\_  
Date

**RELEASE OF INFORMATION FORM**



**Physicians'  
HEALTH  
Program**

**400 Winding Creek Boulevard  
Mechanicsburg, PA 17050  
Telephone: (717) 558-7819 ☎ Fax: (855) 933-2605  
☎ Toll Free: (866) 747-2255 ☎**

The Foundation of the Pennsylvania Medical Society

Send information to: (name & address necessary)  
 \*Name/Title:  
 \*Company:  
 \*Address:  
 \*Address:  
 \*City, State, Zip:  
 Telephone Number:  
 FAX NUMBER:

Erik Omlor  
 \_\_\_\_\_  
 PHMP  
 \_\_\_\_\_  
 PO Box 10569  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Harrisburg, PA 17105  
 \_\_\_\_\_  
 717-783-4857  
 \_\_\_\_\_  
 \_\_\_\_\_

From: Nurses' Health Program

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:       «First» «Last»«Suffix» «Credential»,      

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Credentialing
- Licensure (requires summary letter)
- Statement Regarding Compliance
- Other: participation in program \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Compliance Statement
- Summary of Participation
- Quarterly Compliance Statements
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\* \_\_\_\_\_  
**Participant Signature**

\* \_\_\_\_\_  
**Date**



**MONITORING AGREEMENT- RELEASE OF INFORMATION**

Send information to: (name & address necessary) \*Name/Title: \_\_\_\_\_  
 \*Company: \_\_\_\_\_  
 \*Address: \_\_\_\_\_  
 \*Address: \_\_\_\_\_  
 \*City, State, Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Treating Physician (PCP)
- Emergency Contact: Relationship \_\_\_\_\_
- Other \_\_\_\_\_

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR:**     «Expires»    

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\* \_\_\_\_\_  
**Participant Signature**

\* \_\_\_\_\_  
**Date**

**Physicians' Health Program  
 400 Winding Creek Boulevard  
 Mechanicsburg, PA 17050**

**Telephone: (717) 558-7819  
 Toll Free: (866) 747-2255  
 Fax: (855) 933-2605  
 Email: PHP-foundation@pamedsoc.org**

**\*INDICATES A REQUIRED FIELD**



## MONITORING AGREEMENT- RELEASE OF INFORMATION

**Send information to:** (name & address necessary)

\*Name/Title: \_\_\_\_\_

\*Company: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Treating Physician (PCP)
- Emergency Contact
- Other \_\_\_\_\_

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name: \_\_\_\_\_ «First» «Last»«Suffix», «Credential», \_\_\_\_\_

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR:** \_\_\_\_\_ «Expires» \_\_\_\_\_

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
Participant Signature

\*

\_\_\_\_\_  
Date

Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050

Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: [PHP-foundation@pamedsoc.org](mailto:PHP-foundation@pamedsoc.org)

\*INDICATES A REQUIRED FIELD

Revised 5.31.2023



MONITORING AGREEMENT- RELEASE OF INFORMATION

Send information to: (name & address necessary) \*Name/Title: Laura Crossett \*Company: Soberlink \*Address: \*Address: \*City, State, Zip: Telephone Number: 714-975-7213 FAX NUMBER: Soberlink.com

This individual named on this release is serving as:

- Therapist, Workplace Liaison, Workplace Monitor, PA-NHP Monitor, Emergency Contact, Treating Physician (PCP), Other, Breathalyzer Administrator

From: Physicians' Health Program

RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION

\*Participant Name: «First» «Last»«Suffix», «Credential»,

\*PURPOSE OR NEED FOR DISCLOSURE:

- Involvement in my PA-NHP Monitoring Agreement, Other:

\*INFORMATION TO BE DISCLOSED:

- Summary of Participation, Verbal Communication

\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»

THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.

Participant Signature, Date, Physicians' Health Program, Telephone: (717) 558-7819, Toll Free: (866) 747-2255, Fax: (855) 933-2605, Email: PHP-foundation@pamedsoc.org



**MONITORING AGREEMENT- RELEASE OF INFORMATION**

**Send information to:** (name & address necessary)

\*Name/Title: Brian Wegener

\*Company: Soberlink

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: 714-975-7213

FAX NUMBER: Soberlink.com

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Other, Breathalyzer Administrator
- Emergency Contact
- Treating Physician (PCP)

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name:     «First» «Last»«Suffix», «Credential»,    

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR:     «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

<p>* _____</p> <p><b>Participant Signature</b></p> <p>Physicians' Health Program 400 Winding Creek Boulevard Mechanicsburg, PA 17050</p>	<p>* _____</p> <p><b>Date</b></p> <p>Telephone: (717) 558-7819 Toll Free: (866) 747-2255 Fax: (855) 933-2605 Email: <a href="mailto:PHP-foundation@pamedsoc.org">PHP-foundation@pamedsoc.org</a></p>
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**Physicians'  
HEALTH  
Program**

The Foundation of the Pennsylvania Medical Society

## MONITORING AGREEMENT- RELEASE OF INFORMATION

**Send information to:** (name & address necessary)

\*Name/Title: Andrew Bunker

\*Company: Soberlink

\*Address: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City, State, Zip: \_\_\_\_\_

Telephone Number: 714-975-7213

FAX NUMBER: Soberlink.com

**This individual named on this release is serving as:**

- Therapist
- Workplace Liaison
- Workplace Monitor
- PA-NHP Monitor
- Other breathalyzer administrator
- Emergency Contact
- Treating Physician (PCP)

**From: Physicians' Health Program**

**RE: PARTICIPANT CONSENT FOR DISCLOSURE OF INFORMATION**

\*Participant Name: «First» «Last»«Suffix», «Credential»,

**\*PURPOSE OR NEED FOR DISCLOSURE:**

- Involvement in my PA-NHP Monitoring Agreement
- \_\_\_\_\_
- Other: \_\_\_\_\_

**\*INFORMATION TO BE DISCLOSED:**

- Summary of Participation
- Verbal Communication

**\*MANDATORY\* DATE CONSENT EXPIRES MUST BE A MONTH/DAY/YEAR: «Expires»**

***THIS CONSENT IS SUBJECT TO REVOCATION AT ANY TIME EXCEPT TO THE EXTENT THAT ACTION HAS BEEN TAKEN IN RELIANCE THEREON.***

\*

\_\_\_\_\_  
**Participant Signature**

**Physicians' Health Program  
400 Winding Creek Boulevard  
Mechanicsburg, PA 17050**

\*

\_\_\_\_\_  
**Date**

**Telephone: (717) 558-7819  
Toll Free: (866) 747-2255  
Fax: (855) 933-2605  
Email: [PHP-foundation@pamedsoc.org](mailto:PHP-foundation@pamedsoc.org)**



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

Professional Health Monitoring Programs  
P.O. Box 10569  
Harrisburg, PA 17105-0569

Telephone: 717-783-4857  
Fax: 717-772-1950  
Email: ra-stphmp@pa.gov

**Voluntary Recovery Program**

**Objective:** The Voluntary Recovery Program (VRP) provides a method by which licensed health care professionals suffering from a mental or physical disorder can be directed to appropriate treatment and receive monitoring to ensure that they remain capable of practicing safely. The program offers the eligible professional an alternative to board disciplinary action from becoming a permanent part of his or her professional licensing record. However, the VRP's non-public format is a privilege and not a right; therefore, a licensee declining to cooperate with the VRP will exclude the licensee from further VRP consideration.

**Eligibility Requirements:** To be eligible for VRP participation, a licensee must:

1. Complete an evaluation by a provider approved by the VRP and have the assessor determine that a diagnosed mental or physical disorder exists.
2. Fully comply with the treatment plan recommended by the VRP-approved provider(s) and approved by the VRP.
3. Enter into a VRP Consent Agreement, which is approved by the licensing board, providing that disciplinary action, including suspension or revocation, will be deferred so long as the licensed professional adheres to the VRP Consent Agreement.
4. Successfully complete at least three years of monitoring under the VRP Consent Agreement that includes VRP supervision of the licensee's treatment and recovery process, work performance, professional support group attendance, abstinence from prohibited substances, and random drug testing.

**Terms and Conditions for VRP Participation:** To enroll and maintain good standing in the VRP, the licensee must:

1. Sign the Participation Cooperation Form; complete the Personal Data Sheet.
2. Complete a VRP-approved assessment and/or treatment.
3. Comply with the recommendations made by the VRP-approved treatment provider.
4. Sign a VRP Consent Agreement with the licensing board deferring formal disciplinary action for a period of no less than three years.



5.  If specifically requested by the VRP to not practice as a licensed professional, the licensee must agree not to accept or continue employment in any position requiring licensure until cleared to do so by the VRP case manager and a VRP-approved provider.
6.  When approved to return to licensed practice by the VRP, the licensee:
- A.  Shall not work in any practice setting without workplace monitoring as required by the VRP.
  - B.  Shall comply with all practice limitations.
  - C.  Shall not do any of the following until specific written permission is granted by the VRP case manager:
    - (1)  Practice nursing in any capacity that involves the administration of controlled substances (typically for a period of no less than six months upon returning to licensed practice);
    - (2)  Function as a supervisor;
    - (3)  Practice in a private practice setting;
    - (4)  Practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
    - (5)  Practice as an agency nurse.
7.  Completely abstain from the use of all controlled substances, caution legend (prescription) drugs, mood altering substances or substances of abuse including alcohol in any form, except under the following:
- A.  The licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP;
  - B.  Such medications are lawfully prescribed by the licensee's treating practitioner and approved by the VRP case manager;
  - C.  The licensee provides the VRP, within 48 hours of receiving the prescription, written notification of the prescription including name of prescribing practitioner, illness or condition diagnosed, the type, strength, amount and dosage.
8.  Abstain from the use of marijuana, medical marijuana, medical marijuana extract, synthetic marijuana, cannabinoids, cannabichromene (CBC), cannabidiol (CBD), cannabidiolic acid (CBDA), cannabidivarin (CBDV), cannabigerol (CBG), cannabinol (CBN), Delta-8 Tetrahydrocannabinol (Delta-8 THC), Delta-9 Tetrahydrocannabinol (THC), tetrahydrocannabinolic acid (THCA), tetrahydrocannabivarin (THCV), and terpenes unless licensee is a bona fide patient of a licensed health care practitioner who is aware of the licensee's impairment and participation in the VRP.

9.  Avoid all products containing alcohol including but not limited to over-the-counter medications (e.g. cough syrup), mouthwash, hygiene products, topical gels or medications, foods or liquids containing alcohol (e.g. vanilla extract, kombucha).
10.  Abstain from all substances of abuse including but not limited to Dextromethorphan, Kratom, Kava, Khat, Ayahuasca, Peyote, Salvia.
11.  Avoid all foods containing poppy seeds.
12.  Undergo random drug testing as directed by the VRP.
13.  Arrange for submission to the VRP of regularly scheduled progress reports by treatment provider(s) and/or the workplace supervisor or monitor.
14.  Submit monthly verification of attendance at required support group meetings (number of meetings as recommended by the VRP-approved treatment provider).
15.  Enroll in a peer assistance program when available and requested by the VRP.
16.  If requested by the VRP, the licensee will agree to inactivate the licensee's professional license and maintain an inactive license until the VRP provides the licensee with written permission to pursue reactivation.
17.  Pay all costs incurred in complying with VRP participation, including but not limited to undergoing requested evaluation(s), treatment, the reproduction of treatment or other records, drug testing and any subsequent reanalysis of specimens and/or medical review officer consultation(s) of non-negative drug test results.

**Ineligible for VRP participation include:**

1.  Licensees convicted of, pleading guilty, or nolo contendere to either a felony or a misdemeanor under the Controlled Substance, Drug, Device and Cosmetic Act.
2.  Licensees with a history of practice problems indicating significant patient harm.
3.  Licensees who have been involved in the diversion of controlled substances for the primary purpose of sale or distribution.
4.  Licensees who have committed sexual boundary violations.
5.  Licensees who have failed to successfully complete a similar program in another jurisdiction.
6.  Licensees who previously declined or failed to cooperate with the VRP.

# EMERGENCY ACTION GUIDE

## & CONTINUITY OF OPERATIONS PLAN



The Foundation  
of the Pennsylvania Medical Society  
*Education. Wellness. Excellence. Always.*

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Pennsylvania  
MEDICAL SOCIETY®

ADVOCATE. EDUCATE. NAVIGATE.

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# WHAT YOU SHOULD DO!

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## **FIRE EMERGENCY:**

- If smoke or fire is noticed immediately pull the fire alarm box. (Fire alarm boxes are located next to each stairway.)
- If the fire is in the beginning stage, locate the nearest extinguisher, aim it at the base of the fire, and try to extinguish the fire. **DO NOT ATTEMPT TO EXTINGUISH THE FIRE IF YOU DO NOT FEEL IT CAN BE DONE SAFELY.**
- If the fire is not readily visible or is beyond the beginning stage, **DO NOT** attempt to extinguish it; activate the fire alarm by pulling the manual fire alarm box.
- If the fire is in an enclosed room, before evacuating, close the door to the room to help contain the fire, if possible.
- Proceed to the closest exit for the area you are in; if blocked, use the next closest exit. **DO NOT USE THE ELEVATOR.**
- Assist staff who may be disabled or have a medical issue.
- Once outside, report to your designated assembly area marked in the parking lot.
- Wait in your area for further instructions.

## **Medical Emergency:**

- Call 911
- Ask someone to call the Emergency Call Tree.
- Stay with victim, do not move the victim unless necessary.
- Assist victim as 911 instructs.
- Ask someone to retrieve an AED that is located on the 1<sup>st</sup> or 3<sup>rd</sup> floor.

## **Building Evacuation:**

- If you hear the fire alarm or an order to evacuate, please evacuate the building immediately by using the nearest emergency exit. **DO NOT USE THE ELEVATORS** and proceed to the designated assembly area in the parking lot.

## **TORNADO EMERGENCY:**

- This plan will be initiated by management personnel whenever the exposure is imminent. It is of extreme importance that everyone responds immediately because there is usually very little time to react to this type of disaster.
- In the event of an external exposure such as a tornado, the occupants of this building could be subjected to significant dangers because of the amount of glass.
- Once the plan is initiated, everyone should report to the first floor receiving area. **DO NOT USE THE ELEVATOR** and **DO NOT EVACUATE** the building. Stay away from all exterior walls and doors.
- Wait for instructions. No one will be permitted to return to their work area until it safe to do so.

## **Bomb Threat or Suspicious Package:**

- The majority of bomb threats are received by phone, **DO NOT** hang up. Try to obtain as much information about the bomb. Where is it? What kind of device is it? How much time do we have to evacuate? As soon as possible call 911 and the Emergency Call Tree.
- If a bomb or suspicious package is found or suspected, **DO NOT** touch it. All explosives are unstable regardless of their characteristics. Immediately call the Emergency Call Tree.

## **Active Shooter:**

- If you become aware of an active shooting:
- **RUN:** If safe to do so for you and your coworkers, run out of the building to hide in another building or wooded area. Remain calm, stay quiet and call 911.
- **HIDE:** If you are unable to escape, lockdown and block the room you are in. Call 911.
- **FIGHT:** If confronted by the shooter, trying to disrupt or incapacitate the perpetrator is a last resort. Use decisive and aggressive force using nearby items, such as a chair or fire extinguisher, as weapons.

## What You Should Do!

*(continued)*

### Interacting with Law Enforcement:

- Do not expect officers to assist you with a medical issue. Medical help will follow. Follow orders and do not make any sudden movements. Raise arms and hands slowly.
- Do not have anything in your hands; officers are trained that “hands kill”.

### Intruder on Property:

- If you see a stranger, ask if they need assistance.
- If they refuse, are aggressive, or you feel threatened; disengage, and call the CallTree.

### Weapons on Property:

- If a weapon is discovered, treat it as loaded, DO NOT touch the weapon.
- Call 911, then the Emergency Call Tree.

### Indoor Assembly Area:

- If instructed to do so, proceed to, ground floor lunchroom area.

## What You Should Know Before an Emergency Occurs:

- Locate the nearest fire alarm box.
- Locate the nearest fire extinguisher.
- Locate the nearest emergency exits.
- Locate the designated assembly area— (Parking lot light pole A-B)
- Know location of indoor assembly area— (Ground floor lunch room area)
- Know locations of the AED.
- Know building name: Pennsylvania Medical Society
- Know the street address: 400 Winding Creek Boulevard, Mechanicsburg, PA 17050
- Know Township building is located: Silver Spring Township (calling from cell phone will not show address)
- Text alerts will be sent to all staff when it is safe/appropriate to do so.

Location: **400 Winding Creek Blvd., Mechanicsburg, PA 17050**

Building Name: **Pennsylvania Medical Society**

TownshipLocation: **Silver Spring Township**

**Report all life-threatening emergencies by calling 911, then implement the Emergency Call Tree.**

▪

### Emergency Call Tree:

**Ed Brown—717-580-2279/ Heather Wilson—717-575-6687**

## The Foundation of the Pennsylvania Medical Society – Continuity of Operations Plan/Emergency Plan

PRIMARY NONPROFIT LOCATION	
NONPROFIT NAME <b>Foundation of the Pennsylvania Medical Society</b>	
STREET ADDRESS <b>400 Winding Creek Blvd</b>	
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17050-1885</b>	
TELEPHONE NUMBER <b>717-558-7816</b>	
PRIMARY POINT OF CONTACT	ALTERNATE POINT OF CONTACT
PRIMARY EMERGENCY CONTACT <b>Heather Wilson</b>	ALTERNATE EMERGENCY CONTACT <b>Annette Weaver</b>
TELEPHONE NUMBER <b>717-575-6687</b>	TELEPHONE NUMBER <b>717-558-7810</b>
ALTERNATE TELEPHONE NUMBER <b>717-575-7816</b>	ALTERNATE TELEPHONE NUMBER <b>717-813-8906</b>
E-MAIL ADDRESS <b>hwilson@pamedsoc.org</b>	E-MAIL ADDRESS <b>aweaver@pamedsoc.org</b>
EMERGENCY CONTACT INFORMATION - DIAL 911 IN AN EMERGENCY	
NON-EMERGENCY POLICE <b>717-657-5656</b>	PROPERTY SECURITY <b>Ed Brown – 717-909-2607/717-580-2279</b>
NON-EMERGENCY FIRE <b>717-652-8378</b>	IT SUPPORT <b>Steven Forrester – 717-909-2611/513-503-7069</b>
INSURANCE PROVIDER <b>Glatfelter Insurance – 717-852-8000</b>	

## Potential Hazards

<b>EXTERNAL (earthquake, fire, power outage, flood, disease, vandalism, etc.)</b>
<b>Fire; Flood; Natural Gas Explosion; Snow; Contagion</b>
<b>INTERNAL (fire, flood, theft, data management, power outage, disease, etc.)</b>
<b>Fire; Flood; Power Outage, Cyber Security Breach; Data System Breakdown</b>

## Critical Assets

PEOPLE (employees, consumers, donors, board members, clients/constituents, key volunteers, etc.)	
Foundation Board of Trustees	PAMED Board of Trustees
Foundation Staff	Affinity Staff
PHP Participants	PAMED Staff
PHMP Program Staff	PHP Assessment/Treatment providers
Caduceus Contacts	PHP Therapy Providers
Loan Borrowers	LifeGuard Faculty
Scholarship Committees	LifeGuard Clients
Donors	TEAMS Clients
BUILDING (physical structure, storage unit, satellite office, main office, store front, capital lease, etc.)	
Foundation Offices	400 Winding Creek Blvd, Mechanicsburg Office
COMPUTER EQUIPMENT (computers, software, servers/network, specialty tools, copiers, etc.)	
Laptops (IT hardware/software inventory kept on file in Finance and IT)	Hard files for Student Financial Services, PHP, Philanthropy and LifeGuard programs
Office equipment (copier/fax/scanner)	
DATA (documents, payroll, files, records, server back-up tapes, etc.)	
PHP hard files	Affinity Case Management System files
Finance Files (Foundation and TEAMS)	HR/Payroll Files
LifeGuard Files	Student Financial Services Files
INVENTORY/PRODUCT (stock, supplies, new materials, etc.)	
Foundation Promotional Materials	Foundation Office Supplies
OPERATIONS (any disruption to ops, accounts receivable/payable, payroll, mail room, etc.)	
Accounts receivable/payable	Payroll
Affinity Case Management System	LifeGuard Database/Portal
Student Financial Services Database	Accounting Systems

## Critical Operations

<b>OPERATION:</b>		<b>ALL FOUNDATION PROGRAMS – REMOTE OPERATIONS</b>	
STAFF IN CHARGE (POSITION) <b>Executive Director</b>		STAFF IN CHARGE (NAME) <b>Heather Wilson</b>	
KEY SUPPLIES/EQUIPMENT <b>Laptop Computers</b>		KEY SUPPLIERS/CONTRACTORS <b>Affinity eHealth</b> <b>PHP Assessment/Treatment Providers</b> <b>LifeGuard Assessment Team</b> <b>Scholarship/Loan Providers</b> <b>TEAMS Clients</b> <b>Donor Database</b>	
<p>PROCEDURES TO RESTART OPERATION AFTER MINIMAL DISASTER IMPACT</p> <p><b>For disruption that is minimal: All staff will be notified by the Foundation Executive Director that they will work from a home or remote office. Daily operations including case management, client management and donor services will be telephonic. Staff will contact participants and instant message one another utilizing Microsoft Teams. The Foundation website and all program landing pages will be updated with critical information for clients/participants/donors on a regular basis. Office space that is rentable (Workplace Hub; StartUp) for meetings will be utilized for participant/client intakes.</b></p> <p><b>Case conferences for the PHP will be held at least twice a week utilizing Zoom and for the LifeGuard program once weekly conferences are held. PAMED IT staff are responsible to maintain the computer system the integrity of the data files and will check in daily with the Foundation Program Directors to address any emerging concerns.</b></p> <p><b>The PHP emergency line will be checked 3 times/day: 8 am, 12 Noon, 5 pm. The PHP Program Director will notify all critical assessment/treatment and therapy partners of the disruption and will provide a weekly update regarding a plan to return to service at the 400 Winding Creek Blvd location. If it is unsafe for staff to come into contact with participants, the staff will use DocuSign to electronically obtain consent and sign agreements to participate in the PHP Program.</b></p> <p><b>Accounts payable/receivable services, human resources, and payroll will be provided remotely by the Senior Director of Finance and Operations.</b></p>			
<p>PROCEDURES TO COMPLETELY RESTORE OPERATION AFTER SIGNIFICANT DISASTER IMPACT</p> <p><b>Once the permanent working space is remediated and safe, the Foundation Executive Director will direct staff to return to the office to resume daily operations including: case management, case conference and intake services for participants/clients. Data systems will be checked daily to ensure continuity of service and protect from data breaches.</b></p>			



## Key Organizations and Businesses

<b>ORGANIZATION NAME:</b> AFFINITY E-HEALTH (PHP)		
STREET ADDRESS <b>5400 Shawnee Road, Suite 306</b>		CONTACT NAME <b>Kevin Truong, IT Manager</b>
CITY, STATE, ZIP CODE <b>Alexandria, VA 22312</b>		CONTACT TELEPHONE NUMBER <b>1-866-512-9992 ext. 25623</b>
TELEPHONE NUMBER <b>877-267-4305</b>	FAX NUMBER <b>1-877-426-9616</b>	CONTACT EMAIL <b>jlau@affinityesolutions.com</b>
EMERGENCY TELEPHONE <b>703-559-3500 EXT 25623</b>	WEBSITE <b>Affinityesolutions.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>yes</b>
MATERIAL/SERVICE PROVIDED <b>CASE MANAGEMENT SOFTWARE, DRUG TESTING</b>		

<b>ORGANIZATION NAME:</b> COMMONWEALTH OF PENNSYLVANIA – PHMP (PHP)		
MAILING ADDRESS <b>PO Box 10569</b>		CONTACT NAME <b>Kevin Knipe</b>
CITY, STATE, ZIP CODE <b>HARRISBURG, PA</b>		CONTACT TELEPHONE NUMBER <b>(717) 783-4857</b>
TELEPHONE NUMBER <b>(717) 783-4857</b>	FAX NUMBER <b>Fax: (717) 772-1950</b>	CONTACT EMAIL <b>kknipe@pa.gov</b>
	WEBSITE <a href="http://www.dos.pa.gov">www.dos.pa.gov</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>yes</b>
MATERIAL/SERVICE PROVIDED <b>PHMP PROGRAM</b>		

<b>ORGANIZATION NAME:</b> GEISINGER MARWORTH (PHP)		
STREET ADDRESS <b>Lily Lake Road</b>		CONTACT NAME <b>Dave Reynolds</b>
CITY, STATE, ZIP CODE <b>Waverly, PA 18471</b>		CONTACT TELEPHONE NUMBER <b>570-991-0590</b>
TELEPHONE NUMBER <b>1-800-442-7722</b>	FAX NUMBER <b>570-563-2711</b>	CONTACT EMAIL <b>dwreynolds@marworth.org</b>
EMERGENCY TELEPHONE <b>570-991-0590</b>	WEBSITE <a href="https://www.marworth.org">https://www.marworth.org</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>		

<b>ORGANIZATION NAME:</b>		<b>UF HEALTH (PHP)</b>	
STREET ADDRESS <b>4001 SW 13<sup>th</sup> Street</b>		CONTACT NAME <b>Scott Teitlbaum, MD</b>	
CITY, STATE, ZIP CODE <b>Gainesville, FL 32608</b>		CONTACT TELEPHONE NUMBER <b>352-265-5549</b>	
TELEPHONE NUMBER <b>352-265-5549</b>	FAX NUMBER <b>352-265-5506</b>	CONTACT EMAIL <b>ADM@psychiatry.ufl.edu</b>	
EMERGENCY TELEPHONE <b>352-318-1578</b>	WEBSITE <b><a href="https://ufhealth.org">https://ufhealth.org</a></b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>			

<b>ORGANIZATION NAME:</b>		<b>TALBOTT RECOVERY (PHP)</b>	
STREET ADDRESS <b>5355 Hunter Road</b>		CONTACT NAME <b>Stephanie Carden</b>	
CITY, STATE, ZIP CODE <b>Atlanta, GA 30349</b>		CONTACT TELEPHONE NUMBER <b>678-588-7516</b>	
TELEPHONE NUMBER <b>800.445.4232</b>	FAX NUMBER	CONTACT EMAIL <b>Stephanie.Carden@frnmail.com</b>	
EMERGENCY TELEPHONE <b>404.406.8645</b>	WEBSITE <b><a href="https://talbottcampus.com">https://talbottcampus.com</a></b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>			

<b>ORGANIZATION NAME:</b>		<b>BRADFORD TREATMENT CENTER (PHP)</b>	
STREET ADDRESS <b>1189 Albritton Road</b>		CONTACT NAME <b>Shay Allen</b>	
CITY, STATE, ZIP CODE <b>Warrior, AL 35180</b>		CONTACT TELEPHONE NUMBER <b>800-333-1865</b>	
TELEPHONE NUMBER <b>800-333-1865</b>	FAX NUMBER	CONTACT EMAIL <b>msallen@bradfordhealth.net</b>	
EMERGENCY TELEPHONE <b>205-807-3527</b>	WEBSITE <b><a href="http://www.bradfordhealth.com">www.bradfordhealth.com</a></b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>			

<b>ORGANIZATION NAME:</b>		<b>MARWORTH OUTPATIENT (PHP)</b>	
STREET ADDRESS <b>Lily Lake Road</b>		CONTACT NAME <b>David Reynolds</b>	
CITY, STATE, ZIP CODE		CONTACT TELEPHONE NUMBER	

<b>Waverly, PA 18471</b>		<b>570-991-0590</b>
TELEPHONE NUMBER <b>1-800-442-7722</b>	FAX NUMBER <b>570-563-2711</b>	CONTACT EMAIL <b>dwreynolds@marworth.org</b>
EMERGENCY TELEPHONE <b>1-800-442-7722</b>	WEBSITE <b>https://www.marworth.org</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>MARINA GOLDMAN, MD (PHP)</b>
STREET ADDRESS <b>1250 Greenwood Ave, Suite 4</b>		CONTACT NAME <b>Marina Goldman, MD</b>
CITY, STATE, ZIP CODE <b>Jenkintown, PA 19046</b>		CONTACT TELEPHONE NUMBER <b>215-740-3690</b>
TELEPHONE NUMBER <b>215-740-3690</b>	FAX NUMBER	CONTACT EMAIL <b>Gmarina1@gmail.com</b>
EMERGENCY TELEPHONE <b>215-740-3690</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>unknown</b>
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>FRED BAURER, MD (PHP)</b>
STREET ADDRESS <b>111 North 49<sup>th</sup> Street</b>		CONTACT NAME <b>Fred Baurer, MD</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19139</b>		CONTACT TELEPHONE NUMBER <b>215-471-2807</b>
TELEPHONE NUMBER <b>215-471-2807</b>	FAX NUMBER <b>215-471-2897</b>	CONTACT EMAIL <b>fredbaurer@gmail.com</b>
EMERGENCY TELEPHONE <b>215-471-2807</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>MARY VAN OSDOL, LPC, MAC (PHP)</b>
STREET ADDRESS <b>12330 Perry Highway, Suite 200</b>		CONTACT NAME <b>Mary Van Osdol</b>
CITY, STATE, ZIP CODE <b>Wexford, PA 15090</b>		CONTACT TELEPHONE NUMBER <b>(724) 934-4222</b>
TELEPHONE NUMBER <b>(724) 934-4222</b>	FAX NUMBER <b>(412) 291-3499</b>	CONTACT EMAIL <b>maryvo@consolidated.net</b>
EMERGENCY TELEPHONE <b>(724) 934-4222</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED		

## EVALUATION

<b>ORGANIZATION NAME:</b>		<b>BALA INDEPENDENT MEDICAL CONSULTANTS (PHP)</b>	
STREET ADDRESS <b>191 Presidential Boulevard, Suite 111-B</b>		CONTACT NAME <b>David Steinman</b>	
CITY, STATE, ZIP CODE <b>Bala Cynwyd, PA 19004</b>		CONTACT TELEPHONE NUMBER <b>610-664-7204</b>	
TELEPHONE NUMBER <b>610-664-7204</b>	FAX NUMBER <b>610-664-4988</b>	CONTACT EMAIL <b>david@davidsteinmanmd.com</b>	
EMERGENCY TELEPHONE <b>610-664-7204</b>	WEBSITE <b>www.balamedicalconsultants.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>			

<b>ORGANIZATION NAME:</b>		<b>LAKEVIEW HEALTH (PHP)</b>	
STREET ADDRESS <b>1900 Corporate Square Blvd</b>		CONTACT NAME <b>Eric Rhodes</b>	
CITY, STATE, ZIP CODE <b>Jacksonville, FL 32216</b>		CONTACT TELEPHONE NUMBER <b>317-432-3533</b>	
TELEPHONE NUMBER <b>866-374-0561</b>	FAX NUMBER <b>904-513-5869</b>	CONTACT EMAIL <b>ERhodes@lakeviewhealth.com</b>	
EMERGENCY TELEPHONE <b>317-432-3533</b>	WEBSITE <b>www.lakeviewhealth.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>			

<b>ORGANIZATION NAME:</b>		<b>MARR (PHP)</b>	
STREET ADDRESS <b>2815 Clearview Place</b>		CONTACT NAME <b>Kristen Render</b>	
CITY, STATE, ZIP CODE <b>Atlanta, Georgia 30340</b>		CONTACT TELEPHONE NUMBER <b>904-513-5869</b>	
TELEPHONE NUMBER <b>800-732-5430</b>	FAX NUMBER <b>770-216-9398</b>	CONTACT EMAIL <b>kristen.render@marrinc.org</b>	
EMERGENCY TELEPHONE <b>904-513-5869</b>	WEBSITE <b>www.marrinc.org</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>	
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>			

<b>ORGANIZATION NAME:</b>		<b>PROFESSIONAL RENEWAL CENTER (PHP)</b>
STREET ADDRESS <b>1421 Research Park Dr. #3B</b>		CONTACT NAME <b>Nathan Williams</b>
CITY, STATE, ZIP CODE <b>Lawrence, KS 66049</b>		CONTACT TELEPHONE NUMBER <b>877-978-4772</b>
TELEPHONE NUMBER <b>877-978-4772</b>	FAX NUMBER <b>785-842-5231</b>	CONTACT EMAIL <b>nwilliams@prckansas.org</b>
EMERGENCY TELEPHONE <b>785-842-9772</b>	WEBSITE <b>www.prckansas.org</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>		

<b>ORGANIZATION NAME:</b>		<b>PAVILLON (PHP)</b>
STREET ADDRESS <b>241 Pavillon Place</b>		CONTACT NAME <b>Tom Edwards</b>
CITY, STATE, ZIP CODE <b>Mill Spring, NC 28756</b>		CONTACT TELEPHONE NUMBER <b>336-314-8486</b>
TELEPHONE NUMBER <b>828-268-3945</b>	FAX NUMBER <b>610-664-4988</b>	CONTACT EMAIL <b>TomE@pavillon.org</b>
EMERGENCY TELEPHONE <b>336-314-8486</b>	WEBSITE <b>www.pavillon.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN? <b>Yes</b>
MATERIAL/SERVICE PROVIDED <b>EVALUATION AND TREATMENT</b>		

<b>ORGANIZATION NAME:</b>		<b>A&amp;M RURAL &amp; COMMUNITY HEALTH INSTITUTE (LIFEGUARD)</b>
STREET ADDRESS <b>2700 Earl Rudder Freeway, South, Suite 3000</b>		CONTACT NAME <b>Robert Steele, MD</b>
CITY, STATE, ZIP CODE <b>College Station, TX 77845</b>		CONTACT TELEPHONE NUMBER <b>979-436-0390</b>
TELEPHONE NUMBER <b>979-436-0390</b>	FAX NUMBER <b>979-436-0079</b>	CONTACT EMAIL <b>steele@tamu.edu</b>
EMERGENCY TELEPHONE <b>979-436-0390</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FACULTY AND AUDIT SERVICES</b>		

<b>ORGANIZATION NAME:</b>		<b>SELECT MEDICAL (LIFEGUARD)</b>
STREET ADDRESS		CONTACT NAME

<b>2015 Technology Parkway</b>		<b>David Raptosh, MA, OTR/L</b>
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17050</b>		CONTACT TELEPHONE NUMBER <b>717-580-8749</b>
TELEPHONE NUMBER <b>717-791-2485</b>	FAX NUMBER <b>717-791-2495</b>	CONTACT EMAIL <b>draptosh@selectmedical.com</b>
EMERGENCY TELEPHONE <b>724-743-5682</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>CHRISTOPHER ROYER, PSY.D (LIFEGUARD)</b>
STREET ADDRESS <b>1150 Lancaster Blvd, Suite 101</b>		CONTACT NAME <b>Christopher Royer, Psy. D</b>
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17050</b>		CONTACT TELEPHONE NUMBER <b>717-697-7260</b>
TELEPHONE NUMBER <b>717-697-7260</b>	FAX NUMBER <b>717-697-7262</b>	CONTACT EMAIL <b>drroyer.neuropsych@gmail.com</b>
EMERGENCY TELEPHONE <b>717-443-6712</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>EVERETT C. HILLS, MD, MS, FAAPMR, FAADEP (LIFEGUARD)</b>
STREET ADDRESS <b>343 N. 26<sup>th</sup> Street</b>		CONTACT NAME <b>Everett C. Hills, MD</b>
CITY, STATE, ZIP CODE <b>Camp Hill, PA 17011</b>		CONTACT TELEPHONE NUMBER <b>717-712-6510</b>
TELEPHONE NUMBER <b>717-712-6510</b>	FAX NUMBER <b>n/a</b>	CONTACT EMAIL <a href="mailto:EHills343@gmail.com">EHills343@gmail.com</a>
EMERGENCY TELEPHONE <b>717-712-6510</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>EVALUATION</b>		

<b>ORGANIZATION NAME:</b>		<b>PENNSSTATE HEALTH (LIFEGUARD)</b>
STREET ADDRESS <b>500 University Drive</b>		CONTACT NAME <b>Stacey Carmo, RN, BSN</b>
CITY, STATE, ZIP CODE <b>Hershey, PA 17033</b>		CONTACT TELEPHONE NUMBER <b>717-531-6304</b>
TELEPHONE NUMBER <b>717-531-6304</b>	FAX NUMBER <b>n/a</b>	CONTACT EMAIL <a href="mailto:scarmo@pennstatehealth.psu.edu">scarmo@pennstatehealth.psu.edu</a>

EMERGENCY TELEPHONE <b>717-531-6304</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>STANDARD PATIENTS AND SIMULATION</b>		

<b>ORGANIZATION NAME:</b> THOMAS JEFFERSON UNIVERSITY (LIFEGUARD)		
STREET ADDRESS <b>1001 Locust Street, Suite 309B</b>		CONTACT NAME <b>Robert Hargraves</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19107</b>		CONTACT TELEPHONE NUMBER <b>215-503-8688</b>
TELEPHONE NUMBER <b>215-503-8688</b>	FAX NUMBER <b>215-530-4224</b>	CONTACT EMAIL <a href="mailto:Robert.hargraves@jefferson.edu">Robert.hargraves@jefferson.edu</a>
EMERGENCY TELEPHONE <b>215-503-8688</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>STANDARD PATIENTS AND SIMULATION</b>		

<b>ORGANIZATION NAME:</b> CATHERINE DIGREGORIO, MD (LIFEGUARD)		
STREET ADDRESS <b>300 Evergreen Drive, Suite 120</b>		CONTACT NAME <b>Catherine DiGregorio, MD</b>
CITY, STATE, ZIP CODE <b>Glen Mills, PA 19342</b>		CONTACT TELEPHONE NUMBER <b>610-636-0892</b>
TELEPHONE NUMBER <b>610-636-0892</b>	FAX NUMBER <b>n/a</b>	CONTACT EMAIL <a href="mailto:cathydigregorio@gmail.com">cathydigregorio@gmail.com</a>
EMERGENCY TELEPHONE <b>610-636-0892</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FACULTY/COURSE DIRECTOR FOR CME</b>		

<b>ORGANIZATION NAME:</b> NATIONAL BOARD OF MEDICAL EXAMINERS (LIFEGUARD)		
STREET ADDRESS <b>3750 Market Street</b>		CONTACT NAME <b>Christine Erazmus</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19104</b>		CONTACT TELEPHONE NUMBER <b>215-590-9500</b>
TELEPHONE NUMBER <b>215-590-9500</b>	FAX NUMBER <b>n/a</b>	CONTACT EMAIL <a href="mailto:cerazmus@nbme.org">cerazmus@nbme.org</a>
EMERGENCY TELEPHONE <b>n/a</b>	WEBSITE <b>n/a</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>TESTING MATERIALS</b>		

<b>ORGANIZATION NAME:</b>		<b>THE HAZZOURI GROUP AT MORGAN STANLEY (FINANCE)</b>	
STREET ADDRESS <b>1065 Highway 316, Suite 401</b>		CONTACT NAME <b>Rich Hazzouri, CFA</b>	
CITY, STATE, ZIP CODE <b>Wilkes Barre, PA 18702</b>		CONTACT TELEPHONE NUMBER <b>570-821-1800</b>	
TELEPHONE NUMBER <b>1-800-342-2393</b>	FAX NUMBER <b>570-822-2303</b>	CONTACT EMAIL <b>Richart.J.Hazzouri@morganstanley.com</b>	
EMERGENCY TELEPHONE <b>570-821-1800</b>	WEBSITE <a href="http://www.morganstanleyfa.com/thehazzourigroup">www.morganstanleyfa.com/thehazzourigroup</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?	

MATERIAL/SERVICE PROVIDED

**INVESTMENT ADVISOR – PAMED CHARITABLE TRUST - ENDOWMENT**

<b>ORGANIZATION NAME:</b>		<b>FULTON FINANCIAL ADVISORS (FINANCE)</b>	
STREET ADDRESS <b>1 PENN SQUARE</b>		CONTACT NAME <b>Sheri Leo</b>	
CITY, STATE, ZIP CODE <b>Lancaster, PA 17602</b>		CONTACT TELEPHONE NUMBER <b>610-332-7140</b>	
TELEPHONE NUMBER <b>610-332-7140</b>	FAX NUMBER <b>717-392-1324</b>	CONTACT EMAIL <a href="mailto:sleo@fult.com">sleo@fult.com</a>	
EMERGENCY TELEPHONE <b>802-681-8908</b>	WEBSITE <a href="http://www.fultonfinancialadvisors.com">www.fultonfinancialadvisors.com</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?	

MATERIAL/SERVICE PROVIDED

**INVESTMENT ADVISOR – FOUNDATION RESERVES & POOLED INVESTMENT MGR TEAMS**

<b>ORGANIZATION NAME:</b>		<b>FULTON BANK – UNION SQUARE BRANCH (FINANCE)</b>	
STREET ADDRESS <b>3821 Union Deposit Road</b>		CONTACT NAME <b>Nicole Perrotta</b>	
CITY, STATE, ZIP CODE <b>Harrisburg, PA 17109</b>		CONTACT TELEPHONE NUMBER <b>717-255-7670</b>	
TELEPHONE NUMBER <b>717-255-7670</b>	FAX NUMBER <b>717-558-0281</b>	CONTACT EMAIL <a href="mailto:nperrotta@fultonbank.com">nperrotta@fultonbank.com</a>	
EMERGENCY TELEPHONE <b>717-255-7670</b>	WEBSITE <a href="http://fultonbank.com">fultonbank.com</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?	

MATERIAL/SERVICE PROVIDED

**CHECKING/CASH MANAGEMENT BANK FOUNDTION/TRUST/MED LEG/TEAMS & POOLED ACCT**

<b>ORGANIZATION NAME:</b>		<b>FULTON BANK – CASH MANAGEMENT RELATIONSHIP ADVISOR</b>	
STREET ADDRESS <b>212 Locust Street, 6<sup>th</sup> Floor</b>		CONTACT NAME <b>Victoria Zellers-Primary</b>	



		<b>Scott McManamon - Secondary</b>
CITY, STATE, ZIP CODE <b>Harrisburg, PA 17101</b>		CONTACT TELEPHONE NUMBER 484-577-7694 ZELLERS 717-255-7575 MCMANAMON
TELEPHONE NUMBER <b>717-255-7575</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:vzellers@fultonbank.com">vzellers@fultonbank.com</a> <a href="mailto:smcmanamon@fultonbank.com">smcmanamon@fultonbank.com</a>
EMERGENCY TELEPHONE	WEBSITE <b>fultonbank.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>CASH MANAGEMENT – FOUNDATION &amp; TEAMS CLIENTS</b>		

<b>ORGANIZATION NAME:</b>		<b>HAMILTON &amp; MUSSER PC CPAS (FINANCE)</b>
STREET ADDRESS <b>176 Cumberland Parkway</b>		CONTACT NAME <b>James Krimmel (Sharon Miller - 2<sup>nd</sup> contact)</b>
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17055</b>		CONTACT TELEPHONE NUMBER <b>717-458-1558</b>
TELEPHONE NUMBER <b>717-697-3888</b>	FAX NUMBER <b>717-697-6943</b>	CONTACT EMAIL <a href="mailto:jkrimmel@hnmcpas.com">jkrimmel@hnmcpas.com</a> <a href="mailto:smiller@hnmcpas.com">smiller@hnmcpas.com</a>
EMERGENCY TELEPHONE <b>717-458-1558</b>	WEBSITE <b>www.hnmcpas.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>OUTSIDE ACCOUNTANT – TEAMS CLIENTS (REVIEWS/AUDITS/TAXES)</b>		

<b>ORGANIZATION NAME:</b>		<b>KREISCHER MILLER (FINANCE)</b>
STREET ADDRESS <b>100 Witmer Road, Ste 350</b>		CONTACT NAME <b>Elizabeth Pilacik (Ed Westenberger – 2<sup>nd</sup> contact)</b>
CITY, STATE, ZIP CODE <b>Horsham, PA 19044-2369</b>		CONTACT TELEPHONE NUMBER <b>215-441-4600 x259</b>
TELEPHONE NUMBER <b>215-441-4600</b>	FAX NUMBER <b>215-420-1232</b>	CONTACT EMAIL <a href="mailto:EPilacik@kmco.com">EPilacik@kmco.com</a> <a href="mailto:EWestenberger@kmco.com">EWestenberger@kmco.com</a>
EMERGENCY TELEPHONE <b>215-441-4600</b>	WEBSITE <b>www.kmco.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>OUTSIDE ACCOUNTANT – FOUNDATION/TRUST/MED LEGACY (AUDIT &amp; TAX)</b>		

<b>ORGANIZATION NAME:</b>		<b>PAYLOCITY</b>
STREET ADDRESS <b>1400 American Lane (corporate office)</b>		CONTACT NAME <b>Lisa DeJoy</b>
CITY, STATE, ZIP CODE		CONTACT TELEPHONE NUMBER

<b>Schaumburg, IL 60173</b>		<b>717-303-7663</b>
TELEPHONE NUMBER <b>1-888-873-8205</b>	FAX NUMBER <b>1-847-463-3210</b>	CONTACT EMAIL <b>ldejoy@palocity.com</b>
EMERGENCY TELEPHONE <b>1-888-873-8205</b>	WEBSITE <b>www.paylocity.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FOUNDATION PAYROLL PROVIDER</b>		

<b>ORGANIZATION NAME:</b>		<b>CAPITAL COMPUTER SYSTEMS, INC. (FINANCE)</b>
STREET ADDRESS <b>406 Second Street</b>		CONTACT NAME <b>Diana Laughner</b>
CITY, STATE, ZIP CODE <b>New Cumberland, PA 17070</b>		CONTACT TELEPHONE NUMBER <b>717-774-7406</b>
TELEPHONE NUMBER <b>717-774-7406</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:dianal@capitolcom.com">dianal@capitolcom.com</a>
EMERGENCY TELEPHONE <b>717-774-7406</b>	WEBSITE <a href="http://www.capitolcom.com">www.capitolcom.com</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>SAGE - FINANCIAL SOFTWARE - OUTSIDE CONSULTANT</b>		

<b>ORGANIZATION NAME:</b>		<b>THE GLATFELTER AGENCY (FINANCE)</b>
STREET ADDRESS <b>221 W. Philadelphia Street</b>		CONTACT NAME <b>Sara Clark</b>
CITY, STATE, ZIP CODE <b>York, PA 17402</b>		CONTACT TELEPHONE NUMBER <b>717-852-8000</b>
TELEPHONE NUMBER <b>717-849-5120</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:sclark@tga-ins.com">sclark@tga-ins.com</a>
EMERGENCY TELEPHONE <b>717-852-8000</b>	WEBSITE <a href="http://www.tga-ins.com">www.tga-ins.com</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>INSURANCE PROVIDER - FOUNDATION PROFESSIONAL LIABILITY &amp; MED MAL POLICIES</b>		

<b>ORGANIZATION NAME:</b>		<b>MCNEES, WALLACE &amp; NURICK LLC (FINANCE)</b>
STREET ADDRESS <b>100 Pine Street</b>		CONTACT NAME <b>Shaun Eisenhauer</b>
CITY, STATE, ZIP CODE <b>Harrisburg, PA 17101</b>		CONTACT TELEPHONE NUMBER <b>717-237-5257</b>
TELEPHONE NUMBER <b>717-232-8000</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:seisenhauer@mcneeslaw.com">seisenhauer@mcneeslaw.com</a>
EMERGENCY TELEPHONE <b>717-237-5257</b>	WEBSITE <a href="http://www.mcneeslaw.com">www.mcneeslaw.com</a>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?

MATERIAL/SERVICE PROVIDED <b>FOUNDATION ATTORNEY</b>
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<b>ORGANIZATION NAME:</b>		<b>BUCHANAN INGERSOLL &amp; ROONEY (FINANCE)</b>
STREET ADDRESS <b>Union Trust Bldg, 501 Grant St. Suite 200</b>		CONTACT NAME <b>Stephanie W. Schreiber</b>
CITY, STATE, ZIP CODE <b>Pittsburgh, PA 15219</b>		CONTACT TELEPHONE NUMBER <b>412-392-2148</b>
TELEPHONE NUMBER <b>412-316-7365</b>	FAX NUMBER	CONTACT EMAIL <b>Stephanie.schreiber@bipc.com</b>
EMERGENCY TELEPHONE <b>412-562-8800</b>	WEBSITE <b>www.bipc.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>ATTORNEY – LIFE GUARD/PHP</b>		

<b>ORGANIZATION NAME:</b>		<b>CENTRIC BANK (FOUNDATION MONEY MARKET)</b>
STREET ADDRESS <b>6480 Carlisle Pike</b>		CONTACT NAME <b>Mary Anne Bayer, VP Financial Center Manager</b>
CITY, STATE, ZIP CODE <b>Mechanicburg, PA 17050</b>		CONTACT TELEPHONE NUMBER <b>717-591-1360</b>
TELEPHONE NUMBER <b>717-591-1360</b>	FAX NUMBER	CONTACT EMAIL <b>mbayer@centricbank.com</b>
EMERGENCY TELEPHONE <b>717-315-2271</b>	WEBSITE <b>www.centricbank.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>BANK – MONEY MARKET ACCOUNT</b>		

<b>ORGANIZATION NAME:</b>		<b>DREXEL UNIVERSITY COLLEGE OF MEDICINE (SFS)</b>
STREET ADDRESS <b>2900 Queen Lane</b>		CONTACT NAME <b>Cindy DeLone</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19129</b>		CONTACT TELEPHONE NUMBER <b>215-571-4545</b>
TELEPHONE NUMBER <b>215-571-4545</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Cd32@drexel.edu">Cd32@drexel.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>GEISINGER COMMONWEALTH SCHOOL OF MEDICINE (SFS)</b>
STREET ADDRESS <b>525 Pine Street</b>		CONTACT NAME <b>Suzanne McNamara</b>
CITY, STATE, ZIP CODE <b>Scranton, PA 18509-3240</b>		CONTACT TELEPHONE NUMBER <b>570-504-9682</b>
TELEPHONE NUMBER <b>570-504-9682</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:SMcNamara@som.geisinger.edu">SMcNamara@som.geisinger.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE (SFS)</b>
STREET ADDRESS <b>1858 West Grandview Blvd.</b>		CONTACT NAME <b>Shari L. Gould, MA</b>
CITY, STATE, ZIP CODE <b>Erie, PA 16509</b>		CONTACT TELEPHONE NUMBER <b>814-860-5151</b>
TELEPHONE NUMBER <b>814-860-5151</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:sgould@lecom.edu">sgould@lecom.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>LEWIS KATZ SCHOOL OF MEDICINE AT TEMPLE UNIVERSITY (SFS)</b>
STREET ADDRESS <b>3500 N. Broad Street, MERB, Suite 329,</b>		CONTACT NAME <b>Lisa Duncan</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19140</b>		CONTACT TELEPHONE NUMBER <b>215-707-0749</b>
TELEPHONE NUMBER <b>215-707-0749</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Lisa.duncan@temple.edu">Lisa.duncan@temple.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>PENN STATE UNIVERSITY COLLEGE OF MEDICINE (SFS)</b>
STREET ADDRESS <b>500 University Drive, Office of Student Aid, MC H060</b>		CONTACT NAME <b>Lydia Cowher</b>
CITY, STATE, ZIP CODE		CONTACT TELEPHONE NUMBER

<b>Hershey, PA 17033</b>		<b>814-235-4757</b>
TELEPHONE NUMBER <b>814-235-4757</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:lcowher@pennstatehealth.psu.edu">lcowher@pennstatehealth.psu.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>PERELMAN SCHOOL OF MEDICINE, UNIVERSITY OF PENNSYLVANIA (SFS)</b>
STREET ADDRESS <b>3400 Civic Center Blvd., BLDG 421</b>		CONTACT NAME <b>Michael M. Sabar, M.Ed.</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19104</b>		CONTACT TELEPHONE NUMBER <b>215-898-3423</b>
TELEPHONE NUMBER <b>215-898-3423</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:msabara@penmedicine.upenn.edu">msabara@penmedicine.upenn.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>PHILADELPHIA COLLEGE OF OSTEOPATHIC MEDICINE (SFS)</b>
STREET ADDRESS <b>4190 City Avenue</b>		CONTACT NAME <b>Brian Emery</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19131</b>		CONTACT TELEPHONE NUMBER <b>215-871-6174</b>
TELEPHONE NUMBER <b>215-871-6174</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:brianem@pcom.edu">brianem@pcom.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>SIDNEY KIMMEL MEDICAL COLLEGE, THOMAS JEFFERSON UNIVERSITY (SFS)</b>
STREET ADDRESS <b>1015 Walnut Street, Curtis Building, Suite 115</b>		CONTACT NAME <b>Susan McFadden</b>
CITY, STATE, ZIP CODE <b>Philadelphia, PA 19107</b>		CONTACT TELEPHONE NUMBER <b>215-955-2867</b>
TELEPHONE NUMBER <b>215-955-2867</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Susan.mcfadden@jefferson.edu">Susan.mcfadden@jefferson.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?

MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>
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<b>ORGANIZATION NAME:</b>		<b>UNIVERSITY OF PITTSBURGH SCHOOL OF MEDICINE (SFS)</b>
STREET ADDRESS <b>3550 Terrace Street, 518 Scaife Hall</b>		CONTACT NAME <b>Darren Neely</b>
CITY, STATE, ZIP CODE <b>Pittsburgh, PA 15261</b>		CONTACT TELEPHONE NUMBER <b>412-648-3732</b>
TELEPHONE NUMBER <b>412-648-3732</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:dneely@medschool.pitt.edu">dneely@medschool.pitt.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>FINANCIAL AID</b>		

<b>ORGANIZATION NAME:</b>		<b>CARYL SCHMITZ (SFS)</b>
STREET ADDRESS <b>90 Longview Drive</b>		CONTACT NAME <b>Caryl Schmitz</b>
CITY, STATE, ZIP CODE <b>Gettysburg, PA 17325-8036</b>		CONTACT TELEPHONE NUMBER <b>717-357-1860</b>
TELEPHONE NUMBER <b>717-357-1860</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:schmitztc@comcast.net">schmitztc@comcast.net</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>AMES SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>ALLEGHENY COUNTY MEDICAL SOCIETY (SFS)</b>
STREET ADDRESS <b>850 Ridge Avenue</b>		CONTACT NAME <b>Lisa Olszak Zumstein</b>
CITY, STATE, ZIP CODE <b>Pittsburgh, PA 15212</b>		CONTACT TELEPHONE NUMBER <b>412-321-5030</b>
TELEPHONE NUMBER <b>412-321-5030</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:lisa@acms.org">lisa@acms.org</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>ACMS SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>NEIL KANESHIKI, MD (SFS)</b>
STREET ADDRESS	CONTACT NAME	

<b>Blair Surgical Associates, PC</b> <b>2525 9<sup>th</sup> Avenue, Ste 16</b>		<b>Neil Kaneshiki, MD</b>
CITY, STATE, ZIP CODE <b>Altoona, PA 16602-2014</b>		CONTACT TELEPHONE NUMBER <b>814-942-6038</b>
TELEPHONE NUMBER <b>814-942-6038</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:sheik@atlanticbb.net">sheik@atlanticbb.net</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>BCMS SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>JITENDRA M. DESAI, MD (SFS)</b>
STREET ADDRESS <b>14035 Tivoli Terrace</b>		CONTACT NAME <b>Jitendra M. Desai, MD</b>
CITY, STATE, ZIP CODE <b>Bonita Springs, FL 34135</b>		CONTACT TELEPHONE NUMBER <b>412-551-8214</b>
TELEPHONE NUMBER <b>412-551-8214</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:jitudes@gmail.com">jitudes@gmail.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>ESASID SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>ARIEL JONES (SFS)</b>
STREET ADDRESS <b>Pennsylvania Medical Society</b> <b>400 Winding Creek Blvd</b>		CONTACT NAME <b>Ariel Jones</b>
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17050-1885</b>		CONTACT TELEPHONE NUMBER <b>717-909-2688</b>
TELEPHONE NUMBER	FAX NUMBER	CONTACT EMAIL <a href="mailto:AJONES@PAMEDSOC.ORG">AJONES@PAMEDSOC.ORG</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>GUNDER/DCMS SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>MARTHA MAFFEO (SFS)</b>
STREET ADDRESS <b>4767 Belmont Drive</b>		CONTACT NAME <b>Martha Maffeo</b>
CITY, STATE, ZIP CODE		CONTACT TELEPHONE NUMBER

<b>Emmaus, PA 18049</b>		<b>484-515-7432</b>
TELEPHONE NUMBER <b>610-967-5782</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:mnmaffeo@aol.com">mnmaffeo@aol.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>LECOMASE SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>LYCOMING COUNTY MEDICAL SOCIETY (SFS)</b>
STREET ADDRESS <b>700 High Street</b>		CONTACT NAME <b>Rachel Kirk</b>
CITY, STATE, ZIP CODE <b>Williamsport, PA 17701</b>		CONTACT TELEPHONE NUMBER <b>570-321-2171</b>
TELEPHONE NUMBER <b>570-419-8755</b>	FAX NUMBER	CONTACT EMAIL <b>LCMSexec20@gmail.com</b>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>LCMS SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>SUSAN A. BRANTON, MD FACS (SFS)</b>
STREET ADDRESS <b>Kathryn Candor Lundy Breast Health Center 100 Grampian Blvd., FL 1</b>		CONTACT NAME <b>Susan A. Branton, MD</b>
CITY, STATE, ZIP CODE <b>Williamsport, PA 17701-1909</b>		CONTACT TELEPHONE NUMBER <b>570-320-0433</b>
TELEPHONE NUMBER <b>570-326-8200</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:brantonsa@upmc.edu">brantonsa@upmc.edu</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>LCMS SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>MONTGOMERY COUNTY MEDICAL SOCIETY (SFS)</b>
STREET ADDRESS <b>Lutine Management Services, The Lutine House 224 West State Street</b>		CONTACT NAME <b>Theresa Barrett</b>
CITY, STATE, ZIP CODE <b>Trenton, NJ 08608</b>		CONTACT TELEPHONE NUMBER <b>609-498-7468</b>
TELEPHONE NUMBER <b>609-362-6500</b>	FAX NUMBER	CONTACT EMAIL <b>theresa@lutinemanagement.com</b>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?



MATERIAL/SERVICE PROVIDED <b>MCMS/LANDER SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>JITENDRA N. SHAH, MD (SFS)</b>
STREET ADDRESS <b>1500 Barnswallow Drive</b>		CONTACT NAME <b>Jitendra N. Shah, MD</b>
CITY, STATE, ZIP CODE <b>Bensalem, PA 19020</b>		CONTACT TELEPHONE NUMBER <b>215-620-0132</b>
TELEPHONE NUMBER <b>215-620-0132</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Linashah2@gmail.com">Linashah2@gmail.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>SHAH FAMILY SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>ELENA PASCAL (SFS)</b>
STREET ADDRESS <b>1119 Bell Avenue</b>		CONTACT NAME <b>Elena Pascal</b>
CITY, STATE, ZIP CODE <b>Allentown, PA 18103-3721</b>		CONTACT TELEPHONE NUMBER <b>610-730-0213</b>
TELEPHONE NUMBER <b>610-437-5775</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Boutique2go@yahoo.com">Boutique2go@yahoo.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>SIEGFRIED/VIGILANTE SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>RAYMOND C. TRUEX, JR., MD, FAANS (SFS)</b>
STREET ADDRESS <b>400 Winding Creek Blvd</b>		CONTACT NAME <b>Raymond C. Truex, Jr., MD, FAANS</b>
CITY, STATE, ZIP CODE <b>Mechanicsburg, PA 17050-1885</b>		CONTACT TELEPHONE NUMBER <b>717-558-7805</b>
TELEPHONE NUMBER <b>717-558-7837</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:rtruex@pamedsoc.org">rtruex@pamedsoc.org</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>TRUEX SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>MARJORIE POFF GILLESPIE, MD (SFS)</b>
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STREET ADDRESS <b>12515 7<sup>th</sup> Avenue NW</b>		CONTACT NAME <b>Marjorie Poff Gillespy, MD</b>
CITY, STATE, ZIP CODE <b>Seattle, WA 98177-4424</b>		CONTACT TELEPHONE NUMBER <b>206-334-0787</b>
TELEPHONE NUMBER <b>206-334-0787</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:Marj_gillespy@comcast.net">Marj_gillespy@comcast.net</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>SUN SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>SATISH SHAH, MD (SFS)</b>
STREET ADDRESS <b>115 Palace Drive</b>		CONTACT NAME <b>DR. &amp; MRS. SATISH A. SHAH</b>
CITY, STATE, ZIP CODE <b>Gettysburg, PA 17325</b>		CONTACT TELEPHONE NUMBER <b>717-334-4033</b>
TELEPHONE NUMBER <b>717-337-372</b>	FAX NUMBER	CONTACT EMAIL <b>satishshahmd@yahoo.com</b>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>S SATISH MD SCHOLARSHIP</b>		

<b>ORGANIZATION NAME:</b>		<b>MAD TECHNOLOGY SOLUTIONS (SFS &amp; LIFE GUARD)</b>
STREET ADDRESS <b>1420 Meadow Lane, Suite 100</b>		CONTACT NAME <b>Mike Drawbaugh</b>
CITY, STATE, ZIP CODE <b>Dauphin, PA 17018</b>		CONTACT TELEPHONE NUMBER <b>717-474-3386</b>
TELEPHONE NUMBER <b>717-474-3386</b>	FAX NUMBER	CONTACT EMAIL <a href="mailto:mdrawbaugh@justgetmad.com">mdrawbaugh@justgetmad.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>SFS PROGRAMMING SUPPORT</b>		

<b>ORGANIZATION NAME:</b>		<b>TRANSWORLD SYSTEMS, INC. (SFS)</b>
STREET ADDRESS		CONTACT NAME <b>Linda Kuehn</b>
CITY, STATE, ZIP CODE		CONTACT TELEPHONE NUMBER <b>215-441-3323</b>
TELEPHONE NUMBER	FAX NUMBER	CONTACT EMAIL

		<a href="mailto:Linda.kuehn@tsico.com">Linda.kuehn@tsico.com</a>
EMERGENCY TELEPHONE	WEBSITE	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?
MATERIAL/SERVICE PROVIDED <b>LOAN COLLECTIONS</b>		

<b>ORGANIZATION NAME:</b>		<b>MIRUS FINANCIAL PARTNERS (DEVELOPMENT)</b>	
STREET ADDRESS <b>110 East King Street</b>		CONTACT NAME <b>Mark A. Vergenes, President</b>	
CITY, STATE, ZIP CODE <b>Lancaster, PA 17602</b>		CONTACT TELEPHONE NUMBER <b>717-509-4521</b>	
TELEPHONE NUMBER	FAX NUMBER <b>717-509-4523</b>	CONTACT EMAIL <b>mark@mirusfinancialpartners.com</b>	
EMERGENCY TELEPHONE	WEBSITE <b>www.mirusfinancialpartners.com</b>	DOES THIS ORGANIZATION HAVE A CONTINUITY PLAN?	
MATERIAL/SERVICE PROVIDED <b>FINANCIAL PLANNING</b>			

## Information Technology Security

DATA SECURITY AND BACK-UP	
LEAD STAFF OR CONTRACTOR <b>STEVEN FORRESTER</b>	EMERGENCY CONTACT TELEPHONE <b>513-503-7069</b>
EMAIL <a href="mailto:SFORRESTER@PAMEDSOC.ORG">SFORRESTER@PAMEDSOC.ORG</a>	ALTERNATE CONTACT TELEPHONE <b>717-909-2611</b>
BACK-UP RECORDS ARE STORED ONSITE HERE <b>SERVER ROOM</b>	BACK-UP RECORDS ARE STORED OFFSITE HERE <b>DATTO Backup service/Morefield Network Service</b>
VIRTUAL RECORDS ARE STORED HERE <b>DATTO BACKUP</b>	VIRTUAL BACK-UP CONTACT <b>STEVEN FORRESTER</b>
IF OUR VIRTUAL RECORDS ARE DESTROYED, WE WILL PROVIDE FOR CONTINUITY IN THE FOLLOWING WAYS: <b>DATTO Backup and Recovery Service. DNS will be rerouted and all VPN access will be provided to Recovery Site</b>	

IT ASSET SECURITY	
LEAD STAFF OR CONTRACTOR <b>STEVEN FORRESTER</b>	EMERGENCY CONTACT TELEPHONE <b>513-503-7069</b>
EMAIL <a href="mailto:SFORRESTER@PAMEDSOC.ORG">SFORRESTER@PAMEDSOC.ORG</a>	ALTERNATE CONTACT TELEPHONE <b>717-909-2611</b>
KEY COMPUTER HARDWARE <b>EMC VNX SAN</b> <b>VMWare ESXi</b> <b>Cisco Network gear</b> <b>Dell Computer Hardware</b>	TO PROTECT OUR COMPUTER HARDWARE, WE WILL: <b>Physical access to server room and demark is limited to select personnel by security badge.</b> <b>Continually Patch equipment with firmware and security updates</b>
KEY COMPUTER SOFTWARE <b>Microsoft Office 365</b> <b>Windows 10/Windows Server 2016</b> <b>netFORUM Enterprise (SaaS)</b>	TO PROTECT OUR COMPUTER SOFTWARE, WE WILL: <b>CONTINUALLY PATCH SOFTWARE WITH SECURITY UPDATES</b> <b>MONITOR SECURITY LOGS AND ALERTS</b> <b>PERFORM ROUTINE ANTIVIRUS AND MALWARE SCANS</b> <b>ENABLE HARD DRIVE ENCRYPTION</b>
IF OUR COMPUTERS ARE DESTROYED, WE WILL USE BACK-UP COMPUTERS AT THE FOLLOWING LOCATIONS: <b>We will utilize remote access to DATTO backup site from employee homes sites.</b>	

## Alternate/Temporary Location

ALTERNATE LOCATION	
STREET ADDRESS <b>All staff will work remotely from a home office</b>	
CITY, STATE, ZIP CODE <b>N/A</b>	
TELEPHONE NUMBER <b>Staff office numbers will work through Ring Central on their work computer</b>	
IS THERE A PRE-AGREEMENT IN PLACE? <b>Yes, each staff member signs a remote work agreement and a technology use agreement</b>	
POINT OF CONTACT	
CONTACT NAME <b>Heather Wilson</b>	
TELEPHONE NUMBER <b>717-558-7816</b>	ALTERNATE NUMBER <b>717-575-6687</b>

E-MAIL ADDRESS <b>hwilson@pamedsoc.org</b>
<b>SITE ASSESSMENT</b>
STAFF TO WORK HERE <b>All Foundation Staff</b>
SUPPLIES ALREADY IN PLACE <b>Laptop computers</b>
TIME TO SET UP OPERATIONS <b>No time needed, VPN and cloud-based system already in place</b>
LENGTH OF TIME TO STAY IN THIS SITE <b>Until the crisis is averted/remediated</b>
POSSIBLE HAZARDS IN THE AREA <b>None</b>
NOTES: <b>Staff will maintain records electronically. Staff will conduct work in a space within their home that allows for telephonic privacy and laptop security.</b>

## Staff Notification

NOTIFICATION			
STAFF WILL BE NOTIFIED BY: <input type="checkbox"/> PHONE TREE <input checked="" type="checkbox"/> AUTOMATIC NOTIFICATION SYSTEM <input checked="" type="checkbox"/> EMAIL BLAST <input type="checkbox"/> OTHER: STAFF WILL RESPOND BY: <input checked="" type="checkbox"/> CALLING IN TO LIVE PERSON <input type="checkbox"/> CALLING AUTOMATIC RESPONSE SYSTEM <input checked="" type="checkbox"/> EMAIL IN <input type="checkbox"/> OTHER:	STAFF MEMBER RESPONSIBLE FOR NOTIFICATION <b>Heather Wilson – Executive Director</b>		
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">           TELEPHONE NUMBER  <b>717-558-7816 OR 717-575-6687</b> </td> <td style="width: 50%;">           EMAIL  <b>HWILSON@PAMEDSOC.ORG</b> </td> </tr> </table>	TELEPHONE NUMBER <b>717-558-7816 OR 717-575-6687</b>	EMAIL <b>HWILSON@PAMEDSOC.ORG</b>
	TELEPHONE NUMBER <b>717-558-7816 OR 717-575-6687</b>	EMAIL <b>HWILSON@PAMEDSOC.ORG</b>	
PLAN TRIGGER <b>Foundation Executive Director will notify all Program Directors that the Continuity of Operations plan is in effect and that remote working will commence immediately.</b>			

### Staff Listing:

Name	Phone	Email
Heather Wilson	717-575-6687	hwilson@pamedsoc.org
Ed Kim, MD	602-842-3162	ekim@pamedsoc.org
Ray Truex, MD	484-663-4023	rtruex@pamedsoc.org
Tiffany Booher	717-574-4114	tbooher@pamedsoc.org
Melissa Devonshire	484-529-1558	mdevonshire@pamedsoc.org
Katie Gruber	717-503-3261	kgruber@pamedsoc.org
Katie Thiemann	717-599-2179	kthiemann@pamedsoc.org
Alice Dunkin	717-503-1239	adunkin@pamedsoc.org
Wendie Dunkin	717-679-2193	wdunkin@pamedsoc.org
Deborah Monko	717-756-9099	dmonko@pamedsoc.org
Annette Weaver	717-813-8906	aweaver@pamedsoc.org
Susan Caputo	717-433-1083	scaputo@pamedsoc.org
Lori Storm	717-579-6067	lstorm@pamedsoc.org
Charlotte Wilson-Manley (McKenney)	717-903-8707	cwilsonmanley@pamedsoc.org
Marcia Lammando	717-379-5563	<a href="mailto:mlammando@lifeguardprogram.com">mlammando@lifeguardprogram.com</a>
Dana Youtz	717-813-3173	dyoutz@lifeguardprogram.com
Tracey Ziegler	717-926-8105	tziegler@lifeguardprogram.com

## Event Summary - Nurse Peer Assistance Monitoring Program

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<b>Supplier:</b>	Foundation of the PA Medical Society	<b>Type</b>	Request for Proposal
<b>Number</b>	6100057115	<b>Stage Title</b>	-
<b>Organization</b>	CommonwealthPA	<b>Currency</b>	US Dollar
<b>Exported on</b>	6/12/2023	<b>Exported by</b>	Joan Yohe
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	Yes	<b>Bid Total</b>	0.00 USD

## Event Dates

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<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	5/4/2023 11:00 AM EDT
<b>Close</b>	6/7/2023 3:30 PM EDT
<b>Submission Date</b>	6/2/2023 12:05 PM EDT
<b>Sealed Bid</b>	6/7/2023 3:30 PM
<b>Question Submission Close</b>	5/18/2023 3:00 PM EDT

## Event Users

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### Contacts

**Joan Yohe**

[joyohe@pa.gov](mailto:joyohe@pa.gov)

Phone +1 717-783-7216

## Description

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

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

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

**4. Project Description.** The Department of State, Bureau of Professional and Occupational Affairs (BPOA) requires the services of a contractor who is qualified to administer all aspects of a peer assistance monitoring program to Pennsylvania licensed Nurse Board candidates. This program will assist in the fulfillment of the BPOA's mandate to protect the health and safety of the citizens of the Commonwealth from licensees who are unable to practice their licensed profession with reasonable skill and safety to patients by reason of illness, additions to drugs or alcohol, or mental impairment.

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

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

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

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



**9. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Only one question is to be submitted at a time and no attachments are to be uploaded. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

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

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

**12. Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**13. Proposal Format:** To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

**14. Mandatory Responsiveness Requirements.** To be eligible for selection, the proposal must be:

A. Timely received from and timely submitted by an Offeror (see Proposal Submission section); and

B. Electronically signed by the Offeror (see Proposal Submission section).

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

**16. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for

clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**17. Prime Contractor Responsibilities.** The selected Offeror must perform at least 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

## **18. Proposal Contents.**

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

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

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

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

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has

determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

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

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

**21. Term of Contract.** The term of the contract will commence on the Effective Date and will end on the Expiration Date as identified in the Contract. The initial term of the Contract shall be for 3 years. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. The contract may be mutually renewed for a maximum of 2 additional 1 year terms.

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

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

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

**25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting

Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

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

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

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: offeror qualifications, specialized knowledge and experience, staff qualifications, etc. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

[https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

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

[https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**28. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered

responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

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

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

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

**29. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

## Stage Description

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No description available.

# Prerequisites

★ Required to Enter Bid

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## 1 ★ Instructions To Supplier :

Responsibility to Review.

### **Certification**

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



### **Supplier Must Also Upload a File:**

No

### **Prerequisite Content:**

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



## Buyer Attachments

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TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	../../Attachments/TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf
Appendix A - Services Available.pdf	Appendix A - Services Available.pdf	../../Attachments/Appendix A - Services Available.pdf
Appendix B - HIPAA Compliance.pdf	Appendix B - HIPAA Compliance.pdf	../../Attachments/Appendix B - HIPAA Compliance.pdf
Appendix C - Contractor Statistics.pdf	Appendix C - Contractor Statistics.pdf	../../Attachments/Appendix C - Contractor Statistics.pdf
Attachment A - Cost Submittal.pdf	Attachment A - Cost Submittal.pdf	../../Attachments/Attachment A - Cost Submittal.pdf
Attachment B - Terms and Conditions.pdf	Attachment B - Terms and Conditions.pdf	../../Attachments/Attachment B - Terms and Conditions.pdf
Attachment C - VRP Terms and Conditions Rev 1.23.pdf	Attachment C - VRP Terms and Conditions Rev 1.23.pdf	../../Attachments/Attachment C - VRP Terms and Conditions Rev 1.23.pdf
Exhibit A - Sample Consent Agreement and Order.pdf	Exhibit A - Sample Consent Agreement and Order.pdf	../../Attachments/Exhibit A - Sample Consent Agreement and Order.pdf
Exhibit B - Sample Statistical Report.pdf	Exhibit B - Sample Statistical Report.pdf	../../Attachments/Exhibit B - Sample Statistical Report.pdf
Exhibit C - Sample Quarterly Progress Report.pdf	Exhibit C - Sample Quarterly Progress Report.pdf	../../Attachments/Exhibit C - Sample Quarterly Progress Report.pdf
TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf	../../Attachments/TECHNICAL SUBMITTAL NURSE PEER ASSISTANCE PROGRAM 6100057115.pdf

## Questions

### RFP Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★🔒

File Upload

2023\_NursePeerAssistance RFP NO. 6100057115 Foundation PAMED FINAL.pdf -  
./SupplierAttachments/QuestionAttachments/2023\_NursePeerAssistance RFP NO. 6100057115  
Foundation PAMED FINAL.pdf

- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. 🔒

File Upload

2023\_NursePeerAssistance RFP NO. 6100057115 Appendix A\_C\_D\_E\_F Attachment C\_FINAL.pdf -  
./SupplierAttachments/QuestionAttachments/2023\_NursePeerAssistance RFP NO. 6100057115  
Appendix A\_C\_D\_E\_F Attachment C\_FINAL.pdf

- 1.1.3 I have read and fully understand the attached Performance Standards. ★
- Yes/No

Yes

#### Group 1.2: Cost

- 1.2.1 Please use the attached cost template, Attachment A - Cost Submittal to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★🔒

File Upload

ATTACHMENT A RFP NO.6100057115.pdf -  
./SupplierAttachments/QuestionAttachments/ATTACHMENT A RFP NO.6100057115.pdf

## Additional Required Documentation

#### Group 2.1: Standard Forms

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

File Upload

2023 Iran Free Procurement Certification - Foundation PAMED.pdf -  
./SupplierAttachments/QuestionAttachments/2023 Iran Free Procurement Certification - Foundation  
PAMED.pdf

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

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

File Upload

2023 Domestic Workforce Utilization Certification Foundation PAMED.pdf -  
./SupplierAttachments/QuestionAttachments/2023 Domestic Workforce Utilization Certification  
Foundation PAMED.pdf

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

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

File Upload

2023 Trade Secret-Confidential Proprietary Information Notice - Foundation PAMED.pdf -  
./SupplierAttachments/QuestionAttachments/2023 Trade Secret-Confidential Proprietary Information  
Notice - Foundation PAMED.pdf

Trade Secret/Confidential Proprietary Information Notice -  
../Attachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice (002).pdf

- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload  
No response.
- 2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload  
2023 Lobbying Certification Form - Foundation PAMED.pdf -  
./SupplierAttachments/QuestionAttachments/2023 Lobbying Certification Form - Foundation PAMED.pdf  
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6 Please download, sign, and attach the Worker Protection and Investment Certification Form (BOP-2201). ★  
File Upload  
Worker Protection and Investment Certification Form.pdf -  
./SupplierAttachments/QuestionAttachments/Worker Protection and Investment Certification Form.pdf  
Worker Protection and Investment Certification Form (BOP-2201) -  
../Attachments/QuestionAttachments/BOP-2201 EO 2021-06 Worker Protection Form BOP 02042022

**Group 2.2: Terms and Conditions**

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★  
Yes/No  
Yes

**Group 2.3: Offeror's Representation**

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★  
Yes/No  
Yes  
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx
- 2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★  
Yes/No  
Yes

## Q&A Board

<b>Subject = Interviews with Participants</b>		<b>Public Thread</b>
<p>Q: Under what circumstances does a vendor need to conduct face-to-face interviews with participants?</p>	Question added by: Anastasia Navarro	5/19/2023 9:41 AM EDT
<p>A: The Commonwealth's expectation is that the vendor's proposal identify the cases and/or circumstances the vendor intends on conducting face-to-face interviews with participants.</p>	Answered by: Joan Yohe	5/19/2023 9:41 AM EDT
<b>Subject = Self-Referral</b>		<b>Public Thread</b>
<p>Q: Please clarify if a voluntary participant may self-refer, or if all participants must be referred by PHMP according to the requirements of the Board's consent agreement and order. Specifically, does I-I C. 5. "No individual will be enrolled in PHMP's VRP unless or until he/she had been provisionally enrolled by PHMP and has executed a Consent Agreement and Order with the Pennsylvania State Board of Nursing" always apply even in the case of a self-referred voluntary participant?</p>	Question added by: Anastasia Navarro	5/18/2023 2:28 PM EDT
<p>A: Vendors are permitted to enroll an impaired licensee into the vendor's confidential program without the vendor being required to report the licensee to PHMP so long as the conditions set forth in I-6 A. 16 and 18 do not apply to the licensee's case.</p>	Answered by: Joan Yohe	5/19/2023 9:40 AM EDT
<b>Subject = Evaluation Criteria</b>		<b>Public Thread</b>
<p>Q: Section 27 establishes the evaluation weighting for the 3 evaluated proposal components but does not confirm the total points for the RFP. Please confirm the total point value of the RFP.</p>	Question added by: Anastasia Navarro	5/18/2023 1:06 PM EDT
<p>A: Scoring information can be found on our website, <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_Scoring_Formula.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_Scoring_Formula.aspx</a>.</p>	Answered by: Joan Yohe	5/19/2023 1:28 PM EDT
<b>Subject = Evaluator Methodology</b>		<b>Public Thread</b>
<p>Q: Please confirm the methodology evaluators will ensure cost proposal submissions are compliant with the \$4 Million budget stated in "0 - BOP-1304 Request to Advertise JAGGAER RFP 6100057115".</p>	Question added by: Anastasia Navarro	5/18/2023 1:05 PM EDT
<p>A: 27.A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: offeror qualifications, specialized knowledge and experience, staff qualifications, etc. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx</a> 27.B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <a href="https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx">https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORM_ULA.aspx</a></p>	Answered by: Joan Yohe	5/19/2023 1:29 PM EDT
<b>Subject = Period of Performance</b>		<b>Public Thread</b>

Q: Please confirm the period of performance the stated budget of \$4 Million applies to. Is this the budget for solely the base period or does it also include the option periods?

Question added by: Anastasia Navarro

5/18/2023 1:04 PM EDT

A: The estimated value stated is in reference to the base years of the contract. The \$4 million dollar figure is not in reference to the Department's budget but is referring to the estimated value of the contract based on past numbers of participants enrolled and also calculating for any increase in those participant numbers for future years.

Answered by: Joan Yohe

5/19/2023 1:29 PM EDT

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### Subject = Confidentiality, Privacy, and Compliance

### Public Thread

Q: May we confirm that the Bureau of Professional and Occupational Affairs (BPOA) is not acting in the capacity of a Covered Entity for the purposes of the Nurse Peer Assistance Monitoring Program and the Contractor will not be in acting in the capacity of a Business Associate under HIPAA?

Question added by: Anastasia Navarro

5/18/2023 1:03 PM EDT

A: BPOA is not a Covered Entity as defined by HIPAA.

Answered by: Joan Yohe

5/19/2023 10:23 AM EDT

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### Subject = cost submittal clarification

### Public Thread

Q: On the cost submittal form for Nurse Peer Assistance Monitoring Program event, can I get clarification on this statement, "Invoice is to include an itemized list of open PHMP participant case numbers." Specifically, when is a case considered "open"?

Question added by: Traci Holler

5/17/2023 2:21 PM EDT

A: Vendors can invoice for the case once the evaluation has been completed and the participant has entered into a monitoring agreement.

Answered by: Joan Yohe

5/17/2023 3:04 PM EDT

Q: Can you clarify when a participant will be considered to have "entered into a monitoring agreement?" Particularly for VRP participants?

Question added by: Traci Holler

5/17/2023 3:34 PM EDT

A: When the monitoring agreement is fully effective between all parties.

Answered by: Joan Yohe

5/17/2023 3:45 PM EDT

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### Subject = Deadline Extension

### Public Thread

Q: We have submitted some questions seeking clarification on the pricing structure, and we believe answers to these questions have a direct impact on offerors' ability to submit responsive proposals. Therefore, we respectfully request a two-week extension to the proposal due date.

Question added by: Anastasia Navarro

5/17/2023 11:35 AM EDT

A: Due date will not be extended.

Answered by: Joan Yohe

5/17/2023 1:30 PM EDT

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### Subject = Average Monthly Participants Eligible for PMPM

### Public Thread

Q: Would the State please share the average monthly number of participants who were eligible for PMPM reimbursement for each of the last 3 years?

Question added by: Anastasia Navarro

5/15/2023 3:50 PM EDT

A: Assuming the question meant to say PHMP, the average monthly number of participants is 750-900. Annual new cases enrolled to the program: 2020 – 197 individuals 2021 – 232 individuals 2022 – 177 individuals

Answered by: Joan Yohe

5/17/2023 1:31 PM EDT

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### Subject = Unit Basis

### Public Thread

Q: What is the unit that the per case per month rate is based on? For example, is it number of active participants? Or, number of referred nurses?

Question added by: Anastasia Navarro

5/15/2023 3:48 PM EDT

A: The per case per month rate is based on the number of active cases the vendor is monitoring in conjunction with PHMP.

Answered by: Joan Yohe

5/17/2023 1:30 PM EDT

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### Subject = Pre-Proposal Conference

### Public Thread

Q: Please confirm there is no plan for a pre-proposal conference associated with this solicitation.

Question added by: Anastasia Navarro

5/8/2023 12:16 PM EDT

A: There will be no pre-proposal conference with this procurement.

Answered by: Joan Yohe

5/9/2023 9:32 AM EDT

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**Subject = Incumbent and Award Date**

**Public Thread**

Q: Is this a new requirement? Or is there an incumbent vendor providing these services? If so, what is the contract number, vendor name, and term of the contract? Is there a timeline for when this project must be started or awarded?

Question added by: Source Management

5/5/2023 10:05 AM EDT

A: Incumbent vendor, Pa Nurse Peer Asst Program Inc 4300606883 issued for 3 years with option of 2 (1) year date on or before January 01, 2024.

Answered by: Joan Yohe

5/9/2023 1:42 PM EDT

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**Subject = Funding and Budget**

**Public Thread**

Q: What is the estimated funding source, or budget for this project? Has funding been secured, or is that expected to take place at a later date?

Question added by: Source Management

5/5/2023 10:04 AM EDT

A: The budget was derived at by prior contract usage and the funding has been secured.

Answered by: Joan Yohe

5/9/2023 2:04 PM EDT