

REQUEST FOR PROPOSALS FOR

CORRECTIONAL HEALTH CARE SERVICES

ISSUING OFFICE



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101

RFP NUMBER

6100019380

DATE OF ISSUANCE

September 16, 2011

**REQUEST FOR PROPOSALS FOR
CORRECTIONAL HEALTH CARE SERVICES**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to Stephanie Fetter at sfetter@pa.gov .	Potential Offerors	09/22/2011
Pre-proposal Conference — MANDATORY SCI-Camp Hill 2500 Lisburn Road Camp Hill, PA 17001-8837	Issuing Office/Potential Offerors	09/26/2011 9:00AM
<u>MANDATORY Site Visits:</u> SCI-Camp Hill (see address above) SCI-Laurel Highlands 5706 Glades Pike, Somerset, PA 15501-0631 SCI-Chester 500 E. Fourth Street, Chester, PA 19013 SCI-Graterford PO Box 246, Rte 29, Graterford, PA 19426 SCI-Muncy 6454 Rt 405, Muncy, PA 17756	Issuing Office/Potential Offerors	09/26/2011 11:00AM 09/27/2011 10:00AM 09/28/2011 9:00AM 09/28/2011 1:00PM 09/29/2011 9:00AM
Answers to Potential Offeror questions posted to the below DGS website no later than this date. http://www.dgsweb.state.pa.us/RTA/Search.aspx	Issuing Office	10/05/2011
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: PA Department of General Services Bureau of Procurement Attn: Stephanie Fetter/RFP 6100019380 555 Walnut Street Forum Place, 6th Floor Harrisburg, PA 17101	Offerors	11/18/2011 1:30 PM

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Services’** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need **for CORRECTIONAL HEALTH CARE SERVICES** (“Project”).

I-2. Issuing Office. The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Stephanie Fetter**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer at sfetter@pa.gov.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Department of General Services is requesting proposals from suppliers which have the ability and expertise to provide health care services across the Commonwealth for the Department of Corrections. This RFP is made up of two Lots as described below. **Offerors must propose on both Lots.** Offerors must submit a separate and complete proposal (technical, cost and disadvantaged business) for each Lot. The Commonwealth reserves the right to evaluate and award either Lot 1 or Lot 2. Additional detail is provided in **Part IV** of this RFP.

Lot 1: BASE SERVICES. Base services for all correctional institutions and 2 Community Correctional Centers as specified in Part IV-4, which includes nursing and medical records staffing **ONLY** for SCI-Pine Grove and SCI-Chester and staffing for the dialysis units at SCI-Laurel Highlands and SCI-Muncy.

Lot 2: BASE SERVICES PLUS STAFFING. Base services plus nursing and medical records staffing for **ALL** correctional institutions and 2 Community Correctional Centers as specified in Part IV-5, except nursing staffing for the Mental Health Units at SCI-Graterford, SCI-Cresson, SCI- Muncy, and SCI-Rockview.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Price** contract containing the Standard Contract Terms and Conditions as shown in **Part V** of this RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. 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.

I-7. 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.

I-8. Mandatory Pre-proposal Conference and Site Visits. The Issuing Office will hold a mandatory pre-proposal conference on **September 26, 2011**, as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **three (3)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP.

The Department of Corrections will conduct mandatory site visits to five (5) locations: SCI-Camp Hill, SCI-Laurel Highlands, SCI-Chester, SCI-Graterford, and SCI-Muncy, as listed in Calendar of Events of this RFP. Prospective Offerors will be provided a tour of the facility, including all areas pertaining to the provision of health care services. Facility staff will provide an overview of any specialized services, programs, equipment, etc. If an Offeror asks any questions or requests any information that is not addressed during the tour, it will be resolved by the procedures listed in Part I, Section I-9.

Attendance at the Pre-proposal Conference and all site visits is **Mandatory. Failure to attend the pre-proposal conference and all site visits shall disqualify an Offeror from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.**

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 6100019380 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted **via email no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the **Calendar of Events. An Offeror who submits a question after the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal.** When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror **to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question after the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.**

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. 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 as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing separately **for each Lot: one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format, separately for each Lot. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix A** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. 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.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- A. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- B. United States Small Business Administration certified 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as "socially disadvantaged," the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125

Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in *Designated Enterprise Zones*. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-16. 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 the requirements of Lots 1 and 2. The Issuing Office will not accept alternate proposals.

I-17. 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 Offeror 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.

I-18. Oral Presentations. Offerors will be required to present a live demonstration of their Electronic Medical Record system. Offerors will be limited to two hours for their live demonstrations. The Issuing Officer will schedule the demonstrations.

I-19. Prime Contractor Responsibilities. 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. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-20. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. 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 and 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 and may be returned only at the Issuing Office's option. 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 on 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. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-21. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

- 1) Schedule oral presentations;
- 2) Request revised proposals;
- 3) Conduct a reverse online auction; and
- 4) Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

- 1) Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
- 2) Those Offerors which the Issuing Office has determined in accordance with **Part III, Section III-5**, 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.
- 3) Those Offerors whose score for their technical submittal of the proposal is less than 70% 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, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-22. 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.

I-23. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s

proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. 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 personnel may be disqualified.

I-24. Issuing Office Participation. Offerors shall provide all services, supplies, and other support necessary to complete the identified work, except as otherwise specified in Part IV-4, Section Z, Part IV-5, Section B.7, and as provided in Appendix I, DOC & Vendor Responsibility for Procuring Supplies.

I-25. Term of Contract. The term of the contract will commence on the Effective Date and will end five (5) years after the effective date. The Commonwealth shall have the option to renew the contract for five (5) additional 1-year renewal terms. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-26. 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 Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection.

- A. **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.
- B. **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.

I-28. 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 (See Section I-28 of this RFP).

I-29. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. 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.

I-30. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-31. Information Technology Bulletins. This RFP is subject to the Information Technology Bulletins (ITB's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITB's may be found at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITB's are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITB's. Notwithstanding the foregoing, if the Offeror believes that any ITB is not applicable to this procurement, it must list all such ITB's in its technical response, and explain why it believes the ITB is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITB not be considered to be applicable to the procurement. The Offeror's failure to list an ITB will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITBs.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below **for each Lot**. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals **for each Lot**:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**; Technical Questionnaire; and Electronic Medical Record Requirements and Questionnaire.
- B. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9**; and
- C. Cost Submittal, in response to RFP **Part II, Section II-10**.

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. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP 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.

II-4. Prior Experience. Include experience in correctional Health Care Services. Please list up to five contracts, in which your company is presently under contract as the prime contractor to provide comprehensive medical services (as requested in this RFP) in a correctional setting. The list of contracts should include the name, title, phone number and email address of a contact person. Offeror shall include the contract duration, contract value, inmate population served; specify federal, State, County, detention/Booking experience; summarize the services offered; specify types of services (staffing only; full medical services; full medical, dental, mental health, pharmacy services; utilization review, and consulting); indicate contracts that utilized performance based outcomes; researches based best practices; indicate any contracts using Electronic Health Records; and list any additional experiences that Offerors would like the Department to consider.

Offeror shall include a listing of all Correctional Medical contracts since 2000, specifying the following: the other party to the contract; the contract value; the inmate population served; and the name, title, address, phone number and email address of the responsible official of the customer, company, or agency who may be contacted.

The Offeror must provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, within the past ten years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity. Include the following: The contracting entity; the nature of the contract; the value of the contract; the intended original term of the contract; at what stage of the contract it was terminated; the reason for the termination; the name, title, address, phone number and email address of the responsible official of the customer, company, or agency who may be contacted for verification of the provided information, or for additional information.

II-5. Personnel. Include the number of executive and health care professional personnel, including, but not limited to, physicians, certified registered nurse practitioners (CRNP), physician assistants, registered and licensed practical nurses, medical records, analysts, auditors, researchers, programmers, consultants, who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. The Offeror should provide a table of organization detailing statewide contract management organization which would include executive staff and regional staff. The Offeror should include education and experience in correctional health care services for the central and regional management team. For key personnel such as the State Medical Director and Physician Medical Directors, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in correctional Health Care Services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

The DOC requires the Offeror to designate a State Medical Director who will serve as the point of contact, be responsible for, and have the authority to resolve, issues that affect multiple institutions. The State Medical Director will oversee all clinical activity under this Contract. The functions of the State Medical Director shall include participation in the Continuous Quality Improvement program, participation in Pharmacy & Therapeutic Meetings and formulary management, consultation on policies and procedures, formulation of cost savings initiatives, and provide analysis of data to identify trends and potential issues. The individual assigned to this position may not be replaced by the selected Offeror without the written consent of the DOC.

The State Medical Director will collaborate with the Bureau of Health Care Services (BHCS) Chief of Clinical Services in administering health care policies and clinical guidelines.

The Offeror must designate a physician Medical Director at each institution. Administrative functions include, but are not limited to: supervising other health care providers and specialty health care clinics; conducting weekly status meetings with the Corrections Health Care Administrators (CHCAs); developing, implementing, and updating local medical protocols; monitoring quality improvement, utilization review activities following DOC clinical guidelines; consulting with Department staff on specific treatments and overall care; participating in health care review meetings, and similar functions.

Clinical Services also include providing inmate health care services as outlined in this RFP.

Identify by name any subcontractors, partners, and suppliers you intend to use and describe in detail the roles and responsibilities of each. Provide resumes for all key subcontractors and describe their experience and qualifications to perform the services described in this RFP.

Please note: Offerors may not utilize subcontractors for personnel (agencies for primary nursing staff, physicians, physician assistants, and medical records) or utilization review services. All subcontractors must be approved by both the Department of General Services and the Department of Corrections when substituting or adding new subcontractors.

In the case of a joint venture, a description of the correctional experience for all venture partners and a copy of the agreement signed by all parties must be provided in the technical submission.

II-6. Training. Provide information on all the training to be provided under this contract. Explain how your company will train the offeror's staff, and per diem staff. at the twenty-seven institutions in utilizing this contract. Include the personnel to be trained, the number to be trained, duration of the program, place of the training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Identify any training that you will make available to DOC staff.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements for the past three fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part V**) 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 **Part V**. 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, on the basis of the terms and conditions set out in **Part V**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part V or to other provisions of the RFP as specifically identified above.**

II-9. Disadvantaged Business Submittal.

A. Disadvantaged Business Information.

- 1) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
 - a) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
 - b) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
 - c) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.
 - d) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

- 2) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
 - a) Be rooted in treatment that the business person has experienced in American society, not in other countries.
 - b) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
 - c) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

- 3) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
 - a) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
 - b) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - i.) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - ii.) A copy of the joint venture agreement signed by all parties.
 - iii.) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
 - c) **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror

commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:

- i.) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
 - ii.) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
 - iii.) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
 - iv.) The location where each Small Disadvantaged Business will perform services.
 - v.) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - vi.) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - vii.) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- d) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
 - e) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- 4) The Offeror shall provide separate sealed Disadvantaged Business Submittals for each Lot of the RFP. The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal for each Lot. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
 - 5) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

- 6) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

B. Enterprise Zone Small Business Participation.

- 1) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - a) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 - b) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 - c) Proof of United States citizenship of the owners of the business.
 - d) Certification that the business employs no more than 100 full-time or full-time equivalent employees.
 - e) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 - f) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- 2) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
 - a) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 - b) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

- c) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 - d) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
 - e) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - f) The location where each Enterprise Zone Small Business will perform these services.
 - g) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - h) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 - i) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - j) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - k) For a subcontract, a signed subcontract or letter of intent.
- 3) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- a) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - b) The name of each Enterprise Zone Small Business; and
 - c) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-10. Cost Submittal. The Cost Submittal Worksheet contained in **Appendix D-1** shall constitute the Cost Submittal for Lot 1. The Cost Submittal Worksheet contained in **Appendix D-2** shall constitute the Cost Submittal for Lot 2. Offerors shall complete and provide separate sealed Cost Submittal Worksheets (**Appendix D-1 and Appendix D-2**) for each Lot of the RFP. The Cost Submittal Worksheet for each Lot shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be

broken down into the components set forth in the Cost Submittal Worksheets contained in **Appendix D-1 and Appendix D-2.**

Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix E** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must:

- A. Be timely received from an Offeror;
- B. Be properly signed by the Offeror, and
- C. Include separate proposals for Lot 1 and Lot 2.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *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.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. 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 **50 %** of the total points. Evaluation will be based upon the following in order of importance: **Personnel Qualifications, Soundness of Approach, Understanding the Problem, Utilization Review and QI, and Electronic Medical Record, and Offeror Qualifications.**
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points.
- C. **Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business (DB) Participation criterion for this RFP as **20 %** of the total points. Evaluation will be based upon the following in order of priority:

Priority Rank 1

Proposals submitted by Small
Disadvantaged Businesses.

Priority Rank 2	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4	Proposals submitted by Socially Disadvantaged Businesses.

Each DB Participation Submittal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking. To the extent that there are multiple DB Participation submittals that offer subcontracting commitments to Small Disadvantaged Businesses, the proposal offering the highest total percentage commitment shall receive the highest score in the Priority Rank 3 category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage commitment offered.

To qualify as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

D. Enterprise Zone Small Business Participation: In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

Priority Rank 1	Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.
Priority Rank 2	Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.

Priority Rank 3

Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.

Priority Rank 4

Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- E. **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 bonus points for this criterion 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. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. 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:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity

based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which 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 a 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.

PART IV

WORK STATEMENT

IV-1. Objectives.

- A. **General.** The Commonwealth of Pennsylvania is seeking to obtain a Contractor to provide Health Care Services to the Pennsylvania Department of Corrections (DOC). The Selected Offeror will be the primary provider of the comprehensive medical services to the DOC's inmates and shall have current or past experience in serving populations in correctional settings. All health care services provided must, at a minimum, meet good and acceptable medical standards. All health care services must also be consistent with any applicable DOC policies and protocols, as currently existing or subsequently revised and any relevant national standards that the DOC indicates, such as American Correctional Association (ACA) standards and/or National Commission on Correctional Health Care (NCCHC). If any applicable DOC policy or protocol for a particular type of treatment provides for a lesser degree of care than good and acceptable medical standards, then such good and acceptable medical standard shall take precedence. If any applicable DOC policy or protocol establishes a higher standard of care than good and acceptable medical standards, then such DOC policy or protocol shall take precedence.
- B. **Specific.** All basic primary care services are mandatory and must be provided by the Selected Offeror. In delivering services, the selected Offeror shall be required to provide those basic primary care and ancillary services typically provided to members of the general public by primary care providers, including, for example, services provided in connection with benefit claims and immunizations. The DOC's Inmate Health Care Plan Policy stipulates the medical, mental and dental health services that shall not be provided. The Contractor must provide health care services ordered by all appropriately licensed personnel providing care at the DOC's institutions as set forth in the RFP

The overall goals of the health care services contract resulting from this RFP are to:

- 1) Provide health care services at a standard of care consistent with community standards of care and all applicable Pennsylvania statutes and laws;
- 2) Provide all health care services to each institution in a manner approved by DOC and in compliance with applicable DOC policies;
- 3) To purchase and deliver health care services in a cost-efficient method consistent with other requirements of this RFP
- 4) Develop strategies to minimize health care cost increases during contract years;

- 5) Partner with the DOC and its other medical health care providers to participate in a joint Continuous Quality Improvement plan, focusing on outcome strategies to improve patient care including a reduction of any DOC policy noncompliance;
- 6) Be fully cooperative with DOC and other medical health care providers to effectively treat medical and mental health disorders at a level consistent with community standards of care; and
- 7) Implementation of an electronic medical record as required in this RFP.

IV-2. Nature and Scope of the Project. DOC currently has twenty-seven (27) institutions throughout the Commonwealth. A map of the institutions, as well as current policies, can be found at www.cor.state.pa.us. A complete list of current institutions and the estimated populations for the institutions are presented in **Appendix J, Inmate Population**, as a reference for Offerors. The information is an estimate based on population projections and new institution construction. The DOC does not guarantee these figures and Offerors must present a flexible proposal to deal with possible fluctuations. Should the DOC open new institutions or close institutions, they may also be added to or deleted from the contract resulting from this RFP. The DOC reserves the right to increase or decrease the number of beds in any specialty services, including but not limited to, long-term care and/or dialysis.

DOC is required to provide all inmates in its custody with medical services which are equivalent to those available to the general public. The DOC recognizes that methods of delivery of inmate health care services differ from methods used to provide health care services to members of the public. Nevertheless, the selected Offeror will be expected to provide health care services that meet the same good and acceptable medical standards provided to members of the public to the extent practicable given the inmates confinement status and in compliance with DOC policies.

The DOC currently provides nursing, dental, medical records services, and administrative services, directly to the institutions, except nursing and medical records staffing at SCI-Chester and SCI-Pine Grove.

If Lot 1 is awarded, the Selected Offeror will provide physician, certified registered nurse practitioner (CRNP), physician assistant (PA), outside hospitalization, medical specialty, laboratory and other services, as well as, nursing and medical records staffing ONLY for SCI-Pine Grove and SCI-Chester and staffing for dialysis units at SCI-Laurel Highlands and SCI-Muncy, as specified in **Part IV-4**.

If Lot 2 is awarded, the Selected Offeror will provide physician, certified registered nurse practitioner (CRNP), physician assistant (PA), outside hospitalization, medical specialty, laboratory and other services; plus nursing and medical records staffing for ALL correctional institutions and 2 Community Correctional Centers as specified in **Part IV-5**, except nursing staffing for the Mental Health Units at SCI- Graterford, SCI-Cresson, SCI- Muncy, and SCI-Rockview.

Incorporated in this RFP, is a new law, PA Act 22 of 2011 (House Bill No. 960) contained in **Appendix K** of this RFP that mandates providers who provide inpatient care to an inmate shall

not charge the State more than the Medicaid rates and providers who provide outpatient care to an inmate shall not charge the State more than the Medicare rates.

In addition to the health care services outlined in this RFP, DOC contracts with two other Contractors to provide other health services. A mental health company provides psychiatric and other mental health services. The Selected Offeror will collaborate fully with the mental health Contractor in the management of patients, including consultation whenever needed for medical aspects or causes of mental illness and for evaluation and management of adverse effects of psychopharmacologic management. Moreover, the Selected Offeror will collaborate with the mental health Contractor in establishing teams at each institution for conjoint management of problematic patients whenever necessary, including but not limited to, patients in the mental health units, the psychiatric observation cells, and the forensic treatment center.

A pharmaceutical company provides pharmaceutical services. The Selected Offeror will collaborate fully with the pharmacy Contractor in formulary development and management and in establishing and executing pharmacotherapeutic procedures. In addition, the Selected Offeror will participate fully in the Pharmacy and Therapeutics Committee and all activities requiring collaboration, including but not limited to, data sharing, use of a unified electronic medical record, and quality improvement and quality assurance activities.

The Offeror will demonstrate an understanding of the Department's necessity to develop a strong collaborative, multi-disciplinary model of health care. Offerors must propose a plan for collaboration with other Health Care contractors. The written collaboration plan shall include the steps, with timeliness, the Offeror will take to assure this collaboration will be implemented and honored. The Offeror must agree to indemnify, defend and hold harmless the other contractors from and against any claims including attorney fees and costs against the other contractors, their employees, agents, officers and subcontractors arising out of acts or omissions of the Offeror. Offerors must describe how they will insure a collaborative working relationship with Security as well as the DOC treatment services staff, and other staff in the facilities.

IV-3. Requirements.

A. Contractor Capabilities.

- 1) **Minimum corporate qualifications.** An Offeror shall have within the last three years of the proposal submission, the following: 1. Three years experience in the delivery of comprehensive correctional medical health care; 2. Provided services to a minimum of six correctional institutions at separate locations; 3. Cumulative of at least 10,000 inmates for all locations; and 4. At least one correctional institution with at least 1,000 inmates.
- 2) **Insurance.** Provide a copy of the Offeror's current certificate of insurance which, at a minimum, should include the following:
 - a) Carrier (name and address);
 - b) Type of insurance;
 - c) Amount of coverage;
 - d) Period covered by insurance; and
 - e) Exclusions.

B. Non-Disclosure Agreement.

- 1) Offerors are required to attend the Mandatory Pre-Proposal Conference and submit a completed and signed Non-Disclosure Agreement, contained in **Appendix F** of this RFP, prior to access to the DOC documents maintained on the secure portal (FTP site). The Issuing Officer will accept the signed Non-Disclosure Agreement during the Mandatory Pre-Proposal Conference.
- 2) Offerors that have attended the Mandatory Pre-Proposal Conference and have executed and submitted a Non-Disclosure Agreement will be provided access to information on DOC health care policies and procedures, financial and operational information. The FTP site includes appendices and historical medical data for reference purposes.
- 3) In order to be granted access to the FTP site, Offerors must provide the full business name of the company and the name and email address of their company representative in addition to the signed Non-Disclosure Agreement. Once the Issuing Officer receives this documentation, the Offeror will receive through secure email an FTP User ID and FTP Password and then will be able to download documents.
- 4) Unsuccessful Offerors, upon award of the contract resulting from this RFP, must destroy all documentation and other information obtained in accordance with paragraph 1e of the Non-Disclosure Agreement.

C. Health Insurance Portability and Accountability Act (HIPAA) Regulations.

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

The Offeror will be responsible to present to the DOC (BHCS) a detailed action plan to ensure compliance with HIPAA regulations and assist the DOC in planning, developing, and adhering to HIPAA requirements.

The Offeror will be responsible for assessing its obligations pursuant to HIPAA and will include such assessment in its technical proposal. The Offeror will be required to execute the Business Associates Agreement contained in **Appendix G** of this RFP.

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.
 - 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.
 - e) How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

E. **Security Requirements.** Due to the nature of correctional institutions, the following security requirements must be accepted by the Offeror:

- 1) Adherence to all security rules of the DOC and the institution.
- 2) The selected Offeror must submit for each of its employees or per diem personnel providing services at a DOC institution, the individual's name, social security number, driver's license number, race, gender, and date of birth. The DOC will conduct a background check, including a criminal background check, on each individual and may prohibit any individual from entering a DOC institution when, in the discretion of the DOC, such individual poses a threat to the security, safety or orderly operation of the institution. Refer to **Appendix L**, Centralized Clearance Check Information Request, of this RFP.
- 3) Individuals employed or subcontracted by the Contractor who will be performing services in the institution on a frequent basis (at least three times a week) shall be required to undergo an initial orientation to the institution which will last not more than one week and participate in emergency drills and exercises twice per year. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation within the first week of work, not to exceed four hours. (Basic security

requirements, safety, contraband, relations w/inmates and staff, AIDS briefing, etc.). Annual refresher training, up to four hours may also be required as per the DOC, minimum training criteria.

- 4) The selected Offeror will work with security staff to develop alternatives when particular medical orders, implicate particular institution security concerns.
- 5) The selected Offeror will be responsible for maintaining operations during planned/unplanned institutional lockdown, state of emergencies, natural disasters, and implementation of Incident Command System (ICS).
- 6) The selected Offeror will be responsible for scheduling and notifying the Deputy Superintendent for Facility Management or his/her designee, of outside inmate appointments for non-emergencies in a manner that causes minimum disruptions to the daily institutional schedule.
- 7) The DOC may deny access to the institution(s) to any of the selected Offeror's employees or subcontractors for security purposes.
- 8) The selected Offeror's employees will be offered the alternative of eating in the institutional employee dining rooms. No meals may be brought into the institution without the written approval of the institution's Deputy Superintendent for Facility Management.

IV-4. LOT 1–BASE SERVICES. The following services are mandatory and must be provided. All health care services provided must, at a minimum, meet good and acceptable medical standards. All health care must also be consistent with any applicable DOC policies and protocols, as currently existing or subsequently revised and any relevant national standards that the DOC indicates, such as American Correctional Association (ACA) standards and/or National Commission on Correctional Health Care (NCCHC). If any applicable DOC policy or protocol for a particular type of treatment provides for a lesser degree of care than good and acceptable medical standards, then such good and acceptable medical standard shall take precedence. If any applicable DOC policy or protocol establishes a higher standard of care than good and acceptable medical standards, then such DOC policy or protocol shall take precedence.

- A. **BASIC PRIMARY CARE SERVICES.** All basic primary care services will be provided by the selected Offeror. In delivering services, the selected Offeror shall be required to provide those basic primary care and ancillary services typically provided to members of the general public by primary care providers, including, for example, services provided in connection with benefit claims and immunizations. Refer to DOC's Health Care policies regarding services that shall/shall not be provided. The following services shall be conducted by a licensed physician. The selected Offeror may also use certified registered nurse practitioners and physician assistants in accordance with, and to the extent provided by, Pennsylvania law.

1) **GENERAL REQUIREMENTS.**

- a) The selected Offeror shall provide on-site physician coverage to make infirmary rounds, supervise RHU sick call rounds and provide emergency consultation to CRNPs, PAs and nursing staff. The selected Offeror shall provide an on-call physician to ensure 24-hour coverage with telephone response being required within 20 minutes of notification call from the institution. A physician shall determine whether his/her on-site presence is required, give verbal orders and a treatment plan to nursing staff.
- b) The selected Offeror will provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour basis. On-site procedures, such as suturing, must be performed as soon as possible.
- c) The DOC expects that physicians who provide primary care will be knowledgeable in the treatment of HIV infection, TB, Hepatitis and other communicable diseases, and will remain current in the treatment of these diseases.
- d) The Offeror will provide a plan for orientation and a plan for continuing education and training for its physicians, CRNPs, PAs, nurses (where applicable), Clinical Coordinators, and Site Administrators on topics prescribed by the Offeror and the Bureau of Health Care Services (BHCS), including, but not limited to infectious diseases and tuberculosis, Infection Control, emergency medical triage and management, and pharmacotherapeutics. Documentation of training and continuing medical education credits will be kept in a personnel file and a copy will be given to the CHCA. DOC medical staff will be invited to attend such training at no additional cost to the DOC. In addition, the Offeror will be responsible for the cost of providing *UpToDate* (on-line) for each physician, PA, and CRNP, preferably through the electronic medical record. DOC medical staff will be invited to attend training at no additional cost to the DOC.
- e) The Offeror will provide a plan to provide 40 hours of orientation within the first 30 days on DOC policies, procedures, medical protocols, QI, infection control, utilization review, consults etc. The Offeror must include an orientation manual that will be utilized for Medical Directors, practitioners, nursing staff and non clinical staff. The Offeror must include who will be responsible to provide orientation for each staff listed above and the timelines that will be followed for the orientation.
- f) The Offeror will provide a plan for periodic evaluation and verification of individual practitioners' skills and, as necessary, for remediation of clinical deficiencies. In addition, the Offeror will provide a plan for system-wide practice enhancement tools, such as decision support, triage support, and management protocols, including emergency protocols.

- g) The selected Offeror must comply with the State Boards of Medicine, Medical Licensing Rules and Regulations (including, but not limited to, the Medical Practice Act of 1985, 63 §§ 422.1 *et seq.*, the Osteopathic Medical Practice Act, 63 P.S. §§ 271.1 *et seq.*, the Professional Nursing Law, 63 P.S. §§ 211 *et seq.*, the Practical Nurse Law, 63 P.S. §§ 651 *et seq.*, and all implementing regulations in the Pennsylvania Code).
- 2) **INTAKE HISTORY AND PHYSICAL EXAMINATIONS.** All intake history and physical examinations must be completed as soon as possible, but no later than fourteen (14) calendar days after admission. The examination will be consistent with applicable DOC policy.
- 3) **OTHER INMATE EVALUATIONS.** Other inmate assessments will be conducted in accordance with applicable DOC policies including the following but not limited to:
- a) Health Appraisals
 - b) Clearance for Food Service
 - c) Clearance for Boot Camp
 - d) Blood and Body Fluid Exposure
 - e) Clearance for Work/Activities
 - f) Chronic Disease Management
 - g) Community Corrections Centers Referrals (CCCs)
 - h) Coordination of care such as re-entry and discharge
 - i) Prior to and after mental health commitments and transfers
 - j) Medical Monitoring for Asbestos Abatement
 - k) Respiratory Protection Program
- 4) **DATABASE MANAGEMENT.** Until the implementation of any Electronic Medical Record System, the Offeror will provide a database that will be utilized to track/schedule inmate health care services. Specifically acknowledge the intended compliance with the requirement to transfer this database and all rights, licenses, source code etc thereto to a successor contractor. Specifically acknowledge the requirement to incorporate new treatment or testing services into the chronic care regimen of appropriate inmates within a reasonable timeframe when new treatment or testing for chronic somatic conditions are recommended by the Centers for Disease Control and Prevention or other recognized authorities in treatment protocols.
- 5) **STAFF/EMPLOYEE APPLICANT PHYSICALS.** Staff/Employee applicant physical examinations will be conducted in accordance with DOC policies as follows:
- a) **Correctional Officer Trainee Applicants.** Correctional Officer Trainee Applicant physicals must be done off-site at a minimum of six locations throughout the Commonwealth as approved by the Department within the guidelines established by DOC contained in **Appendix M**, Corrections Officer Trainee Medical Standards, of this RFP.

- b) Other Staff Applicant Physicals.
 - c) Applicant physicals on applicants who have care, custody, and control must include HCV antibody test (employees who have age-50 retirement). This requirement is from Act 115 of 2001 34 Pa. Code § 130.
 - d) Medical Monitoring for Asbestos Abatement.
 - e) Complete a Blood Lead Level and Zinc Protoporphyrin Testing on employee(s) involved in lead abatement actions.
 - f) Tuberculin skin testing.
 - g) Respiratory Protection Program.
 - h) Other Physicals as Required.
- 6) **SICK CALL.** The selected Offeror will conduct sick calls at each institution by a physician, CRNP, or PA at the times designated by the institutions. Sick call may not be concluded until all inmates scheduled for sick call have been assessed. Practitioners are required to make a co-pay determination(s) in accordance with DC-ADM 820 and complete required documentation. Sick call will be conducted by a practitioner at a minimum of:
- a) Five days per week for the general population.
 - b) Seven days per week for inmates housed in a restricted housing unit, infirmary, skilled care unit, mental health unit or special management unit.
 - c) Seven days per week for inmates referred by the institution staff or by the selected Offeror's providers.
 - d) A physician must conduct sick call at least one day per week in a restricted housing unit, infirmary, skilled care unit, mental health unit or special management unit.
- 7) **PHYSICIAN LINE.** Physician line will be conducted at each institution (except Quehanna Boot Camp) by a physician, Monday through Friday at the times designated by the institutions, except DOC observed holidays. Physician line may not be concluded until all inmates scheduled have been assessed.
- 8) **INFIRMARY OPERATIONS.** The history and physical examination of any inmate admitted to an infirmary shall be completed by the selected Offeror within twenty-four hours of the inmate's admission to the infirmary. The medical history and physical evaluation shall be documented according to the applicable DOC policy.

Inpatient rounds shall be conducted by a physician Monday through Friday, except DOC observed holidays. Inpatient rounds may be conducted by physician,

CRNP, or PA on weekends and DOC observed holidays. The practitioners shall maintain appropriate documentation of such inmates' treatment according to applicable DOC policy.

Inpatient infirmary care may be consolidated in selected institutions at DOC's discretion. Currently, the following infirmaries are consolidated: SCI Huntingdon with SCI Smithfield; SCI Frackville with SCI Mahanoy; SCI Greensburg with SCI Fayette; SCI Laurel Highlands with SCI Somerset. SCI Retreat with SCI Dallas; SCI Pine Grove with SCI-Cresson; and Quehanna Boot Camp with SCI Houtzdale.

B. SPECIALTY SERVICES. The selected Offeror shall provide all necessary medical specialty services for the health care needs of the inmate population, including but not limited to the following:

- | | |
|-----------------------------------|--------------------|
| Internal Medicine | Gastroenterology |
| General Surgery | Orthopedic Surgery |
| ENT | Podiatry |
| Dermatology | Urology |
| Neurology | Audiology |
| Neurosurgery | Oncology |
| Nephrology | Endocrinology |
| Infectious Disease | Ophthalmology |
| Respiratory Therapy | Cardiology |
| Rehabilitative Services/Physiatry | Oral Surgery |
| to include: | OB/Gynecology |
| Physical Therapy, Occupational | |
| Rehabilitative Services | |

- 1) All specialists must be board certified in the specialty or board eligible by that Board's standards. The selected Offeror must provide to the institution verification of the specialists' board certification or eligibility and licensure.
- 2) The selected Offeror must approve or disapprove all specialty referrals including prosthetics, within seven (7) working days through their utilization review process. Inmates must be seen by the specialty care provider within 30 days of approval of the initial referral (or the frequency mentioned in the Offeror's proposal if less than 30 days) for on-site services and 60 days for off-site services, with the exception of stat orders for which the selected Offeror will provide specialty care immediately.

The selected Offeror will be required to complete the diagnostic process and begin initial treatment within 60 days or less when there is any clinical suspicion of a potentially serious or life threatening illness, regardless of the number of diagnostic tests that may be required.

Telemedicine consults will be completed within 60 days of approved service. The selected Offeror may request a waiver from the DOC's BHCS for difficult cases or specialties that normally require a longer referral time. The selected Offeror

will not be responsible for the failure of inmates to report to scheduled clinics. The selected Offeror shall notify the CHCA of the failure of inmates to report to scheduled clinics

The aforementioned timeframes do not apply to medically urgent cases. The selected Offeror must have a mechanism in place to track and ensure that such care is provided.

- 3) The selected offeror must supply the DOC the following information for consultant visits:
 - a) DC-441 Consultation Record as contained in **Appendix Z** of this RFP must be completed by the consultant and returned to the SCI after the consultation.
 - b) Typed consultation reports within 30 days.
- 4) Clinics will be held within the institution when a sufficient number of cases exist (specifically, either a minimum of six inmates per specialty within a 30-day period; or if the cost of transporting the inmates exceeds the cost of the onsite services) and the necessary mobile medical equipment can be brought to the institution. The selected Offeror should consider telemedicine as an alternative. The selected Offeror is responsible for scheduling the clinic times in coordination with the CHCA and scheduling of inmates for the clinics.
- 5) The selected Offeror shall be responsible for supplies used by, or ordered by, the specialists and for the provision of recommended prosthetics (other than dental), braces designed for orthopedic stability, orthopedic special shoes and alterations, and hearing aids. The selected Offeror will also be responsible for the fitting and repair of prosthetics including those prosthetic devices currently used by inmates. Medications and pharmaceuticals will be provided through the DOC contracted pharmaceutical contractor.
- 6) In addition to the use of outside specialists, the DOC currently manages certain diseases and conditions in special programs, including HIV, viral hepatitis, and oncology. Such programs have provided both clinical and cost advantages. For example, oncologic care is overseen by a contracted oncologist and certain chemotherapy services are provided at one institution; HIV is managed via telemedicine by a small group of certified HIV physicians; all drug therapy for chronic hepatitis C is administered at two male institutions and one female institution, excepting inmates who are not appropriate for those institutions; elective same day or short stay surgeries are preferentially performed at one or two contracted hospitals; non-urgent MRI and CT imaging is performed onsite at one male institution. DOC requires the selected Offeror to search for, design, and implement such programs to improve clinical care and maximize the use of DOC and Offeror resources.

- C. **OUTSIDE HOSPITALIZATION.** Pursuant to PA Act 22 of 2011, contained in **Appendix K** of this RFP, hospitals in Pennsylvania charge no more than medical assistance rates for inpatient services to inmates. Inpatient costs will be DOC's responsibility.

The selected Offeror is responsible for providing outpatient services, including but not limited to, outpatient surgery, dialysis treatment, diagnostic testing (MRI, CAT scan, ultrasound), ambulance service, and life flights. These services, excluding life flights, will be paid by the Offeror at no more than Medicare rates. Emergency room services that do not result in a hospital admission must be paid by the Offeror at no more than Medicare rates. Life flight services will be reviewed and paid for by the DOC on a case by case basis.

The selected Offeror must maintain clinical oversight and utilization review services for all inpatients. All clinical and utilization data must be provided to DOC.

The Offeror is required to identify in its proposal, primary hospitals for each SCI and the types of services they will be providing. A change in the primary hospital from that proposed by the Offeror must be approved by the BHCS, in writing, prior to the change. Inmate transfers to other institutions may be approved for institution inpatient unit care or local hospital care when medically necessary. When outside hospitalization is required, the selected Offeror will coordinate with security staff in arranging transportation and correctional officer coverage for the length of stay.

- 1) The selected Offeror will arrange for services from a local licensed acute care hospital convenient to each institution.
- 2) The selected Offeror's hospitals must provide vehicle parking, local telephone calls, and appropriate meals for correctional staff. Any costs associated with providing these items will be paid by the selected Offeror.
- 3) The selected Offeror's hospitals must work in conjunction with the DOC's security staff to arrange for the secure supervision of inmate patients. The DOC prefers that the hospitals have a dedicated security ward, unit, or a suite of rooms.
- 4) The hospitals must agree to comply with all DOC policies.
- 5) The selected Offeror must obtain from the hospital and provide to DOC, the following information for inpatient visits:
 - a) Discharge instructions immediately upon discharge.
 - b) Discharge summary within 14 days from discharge.
 - c) Complete copy of the hospital medical record within 30 days of discharge.
 - d) Electronic media, if available, are preferred.

- 6) The selected Offeror must obtain from the provider and provide to DOC, the following for emergency visits and outpatient medical or surgical procedures:
 - a) Discharge instructions immediately upon release.
 - b) Copy of emergency room records, or outpatient records, within 30 days.
 - c) Electronic media, if available, are preferred.

D. **LONG-TERM CARE.** The selected Offeror is responsible to provide all long-term care services which include skilled care, intermediate care, personal care, and specialty medical care (ventilator, wound care, dialysis, extensive rehabilitation). The DOC has designated facilities for long-term care inmates, SCI Laurel Highlands for male inmates; SCI Muncy for female inmates, except for ventilator services.

In addition, these institutions house general population inmates who require routine medical services. Currently, SCI Laurel Highlands has 164 skilled/intermediate care beds and 159 personal care beds. SCI Muncy has 15 beds designated for these services. There is a 90-bed personal care unit at SCI Waymart.

The selected Offeror will follow DOC policy on long-term care referrals and procedures.

E. **RENAL DIALYSIS.** Hemodialysis units are located at SCI-Laurel Highlands (LAU) for male offenders. There are two separate areas located at Laurel Highlands. A 15 chair unit for Skilled, Intermediate, Personal care and General population inmates that have total capacity of 90 patients and a 2 chair unit for Restricted Housing Inmates that has a total capacity of 12 patients. Additional dialysis services are required at bedside for all bedridden and or ventilated patients.

The selected Offeror's staffing patterns at LAU will include an onsite, full-time Board Certified Nephrologist and Dialysis RN manager.

The hemodialysis unit for female offenders is located at SCI-Muncy. Currently, SCI-Muncy has three dialysis chairs for a capacity of 18 patients. In 2012, SCI-Muncy will have an expansion of the existing infirmary, where an additional 3 chairs will be added, increasing the capacity to accommodate 36 patients total. The selected Offeror will be responsible for the female offenders to be monitored by a local nephrologist acceptable to the institution.

Inmates in need of renal dialysis normally will be transferred to one of the DOC dialysis units. The selected Offeror will pay for all dialysis services provided offsite to inmates prior to the transfer to a DOC dialysis unit and to those returning temporarily to institutions for court appearances and/or other necessary temporary transfers, and for those inmates deemed not appropriate for SCI-Laurel Highlands and SCI Muncy.

The selected Offeror shall develop and follow policies and procedures for the provision of care consistent with standards of care and guidelines using CMS standards (Center for Medicare Services).

The selected Offeror shall develop and follow protocols for the prevention of diseases and infection transmission utilizing standards of care or guidelines for dialysis patients that comply with the regulations for end stage renal disease services contained in 42 C. F. R. (Code of Federal Regulations) 494.30. This will include a comprehensive Infection Control plan involving, but not limited to, Standard based precautions, Personal Protective Equipment, Environmental testing, Housekeeping, Laundry, Body and Blood fluid exposures, etc.

The selected Offeror shall develop and follow policies and procedures for the provision of water and dialysate that comply with regulations for end stage renal disease services contained in 42 C.F.R 494.40 and are consistent with the Association for the Advancement of Medical Instrumentation (AAMI), including criteria for the biological and chemical composition of the water. The vendor will be responsible for providing water quality tests and will review the results with the Health Care Administrator or designee.

The selected Offeror shall provide all staff, biological, surgical dressings, supplies, blood, intravenous and related dialysis fluids, diagnostic studies and equipment directly related to the provision of dialysis procedures, excluding pharmaceuticals. Replacement and/or additional dialysis equipment, including a backup power source, or special infectious disease dialysis unit as necessary must be provided by the vendor. Currently, the dialysis equipment at SCI Laurel Highlands is owned by DOC and is available for use. The DOC does not own equipment at Muncy.

The selected Offeror is responsible to maintain all equipment in good working order and replace it with new or state-of-the-art equipment if necessary. The selected Offeror shall provide routine preventative maintenance of all equipment to ensure good working order.

The selected Offeror shall develop and provide in-service training and orientation to all new hires to the unit. Staff competency for the performance of clinical care and documented comprehension of policies/procedures will be required during orientation and yearly thereafter. All dialysis technicians must be certified by NNCC (Nephrology Nursing Certification Commission).

The selected Offeror shall provide in-service training initially, and at least quarterly, to the institution staff at SCI Muncy and Laurel Highlands on pre-treatment and post-treatment needs of dialysis patients. The selected Offeror shall provide an orientation packet to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the institution and/or the DOC.

The selected Offeror shall provide a comprehensive Quality Improvement Program designed to improve the quality of care for dialysis inmates utilizing ESRD Network,

CMS and National goals. This program will include but is not limited to; Laboratory monitoring of core indicators such as Urea reduction ratio, Hemoglobin, Albumin levels, etc. The plan will also include a comprehensive monitoring plan to track catheter vs. fistula (AVF/AVG) use as it correlates with outcome based measures and infections.

The selected Offeror shall develop and follow policies and procedures for documenting and responding to adverse reactions and/or responding to medical emergencies that may arise in the provision of services to inmates, including emergency cardiac care.

For on-site renal dialysis, the selected Offeror will assure that the renal dialysis provider documents all treatment in the DOC medical record under the renal dialysis tab. For off-site renal dialysis, a copy of the treatment record shall be provided to the DOC upon return of the inmate.

The selected Offeror shall develop and implement a written, individualized, comprehensive plan of care. The care plan shall be based on an evaluation of the nature of the inmate's illnesses, the treatment modality prescribed, and an assessment of the inmate's needs. The care plan shall address the inmate's physical, medical, dietary, psychosocial, functional, and rehabilitation needs. The care plan will be reviewed by the nephrologist at least semi-annually if the inmate is stable and monthly if the inmate is not stable. Additionally, the selected Offeror shall provide assistance to the DOC for discharge needs of inmates to ensure no interruption in dialysis services occur.

The selected Offeror shall provide a written plan of action to meet the dialysis needs of the inmates without interruption of services in the event of unavailability of dialysis machinery due to electrical outages or other inevitabilities.

The selected Offeror shall comply with security directives, polices, procedures, etc. If clinical care is jeopardized or impeded, the selected Offeror will notify the Health Care Administrator or designee for a review of the concern.

- F. **HOSPICE.** The selected Offeror will assist in the continuation and enhancement of the DOC's hospice program for inmates with terminal illness.
- G. **ECG SERVICES.** The selected Offeror will provide the equipment for the performance of electrocardiograms and will provide for their interpretation. In addition, interpretation by a qualified physician must be provided within 30 minutes for emergency cases. All significant abnormal results must be reviewed by a qualified physician. In addition, the selected Offeror will provide annual training and retraining of practitioners and nursing staff in emergency electrocardiographic interpretation.
- H. **IMAGING SERVICES.** The selected Offeror will provide for digital and regular radiographs by a registered technician, interpretation by a board certified radiologist, and provision of a typed and/or automated report at the institution on Monday through Friday at times designated by the institution (regularly scheduled days) unless institutional operational schedules dictate otherwise. The selected Offeror is responsible for the maintenance, pulling, filing, and purging of all X-ray films. The

selected Offeror is also responsible for all other X-rays and diagnostic testing not available at the institution. The DOC encourages the use of mobile CT scans on-site. Identify how digital imaging services will be performed, including use of mobile digital X-ray equipment. Include details of EMR access, storage and retention of digital images. Include the plan to offer ultrasound and mammography on site at female facilities. On-site ultrasound and mammography services will be provided twice per month, unless otherwise approved by BHCS, at SCI's Muncy and Cambridge Springs. Include the processes for documenting the results of all imaging studies in the EMR.

The selected Offeror shall provide all supplies required to operate the X-ray department. The selected Offeror shall supply and maintain radiographic and developer or proposed digital processing equipment. The selected Offeror may use any radiographic equipment that the DOC has on-site, but the selected Offeror is responsible for maintaining the equipment in working condition. The radiologist will call the institution with any report requiring immediate intervention. Legible reports shall be provided to the institution as soon as read or no later than 24 hours after the reading.

- I. **EMERGENCY AMBULANCE SERVICES.** The selected Offeror is responsible for the payment of 911 services for inmates.
- J. **NON-EMERGENT AMBULANCE SERVICES.** The selected Offeror shall provide ambulance and non-ACLS services for transport to an outside hospital, medical facility, specialty service or other location when the practitioner determines these services are medically necessary.
- K. **EMERGENCY SERVICES.** The selected Offeror must provide onsite emergency services for inmates, staff, volunteers, visitors, and vendors.
- L. **DENTAL SERVICES.** The DOC will provide all general dental services. The selected Offeror shall provide onsite/offsite oral surgery services as medically appropriate. The selected Offeror will be responsible for providing supplies, excluding pharmaceuticals, for onsite oral surgery. The frequency and scheduling of onsite oral surgery must be approved by the CHCA or designee. The DOC Chief of Dentistry, as necessary, will provide clinical oversight regarding oral surgeon referrals. In the absence of the dentist, the selected Offeror will assure that as medically indicated, all persons requiring emergent dental care and/or stabilization receive the attention as medically appropriate, including off-site oral surgical assessments, maxillary and mandible fractures, abscessed tooth pain management, bleeding gums, and oral lacerations, etc.
- M. **VISION CARE SERVICES.** The selected Offeror shall supply optometry and ophthalmology services to the inmates. These services shall include regular eye examinations, emergency eye care services, prescribing, ordering, dispensing and fitting of eyeglasses, and any other eye care services expected in these professions. Routine eye examinations shall be completed when medically indicated. Inmates must be seen no later than thirty (30) days after referral or the frequency that the Offeror proposes, whichever is less.

The selected Offeror is responsible for the cost of eyeglasses prescribed by the optometrist or ophthalmologist in accordance with DOC policy. The selected Offeror is required to purchase from the DOC Correctional Industries several basic styles of frames, lenses, polycarbonate lenses and other eyeglass items that are medically necessary. PCI will provide one invoice to the selected Offeror for all eyeglass services. PCI will invoice the Contractor and expect payment for the entire services provided. The selected Offeror will be responsible to invoice IGWF at each location to collect the charges for which the inmates are responsible.

The selected Offeror will be expected to utilize electronic methodology for transmission of prescriptions/orders to Pennsylvania Correctional Industries (PCI) Optical Lab at SCI Cambridge Springs. This methodology will incorporate modern optical software applications for placing orders for eye glasses and services through intra-net connections. The contracted provider will be mandated to implement such devices and methodology within six (6) months of the awarded contract.

In accordance with the DOC Policy, Corrective Eyewear, 13.02.01, Section 5, contained in **Appendix O** of this RFP, contact lenses will only be provided if medically necessary and the selected Offeror will be responsible to provide the necessary solutions and supplies. The selected Offeror shall also provide routine eyeglass maintenance. Refer to documents contained in **Appendix N** for reference purposes.

- N. **MENTAL HEALTH SERVICES.** The selected Offeror will be responsible to refer inmates to the mental health contractor immediately upon detecting a possible mental health need during the delivery of medical services. The selected Offeror will also be responsible for the following,
- 1) Refer inmate to the mental health contractor for mental health needs, or on-call psychiatrists for medication issues.
 - 2) Conduct and/or obtain all lab tests associated with the prescribing of psychotropic medications as ordered by the psychiatrist.
 - 3) Provide consultation services to the mental health contractor in the event of co-morbid conditions.
 - 4) Provide the necessary medical clearance immediately to permit an inmate to be transferred to a mental health unit or a special needs unit.
 - 5) Collaborate with DOC's mental health staff and DOC's mental health contractor's staff on suicide prevention and reduction of self-injurious behaviors.
 - 6) Follow the inmates' medical care while housed in a mental health unit, psychiatric observation cell, or a special needs unit.
 - 7) Report psychotropic medication noncompliance to the mental health contractor for remedial intervention with the patient.

- O. **LABORATORY SERVICES.** The selected Offeror is responsible for all medical laboratory services including supplies, forms, and tests. The selected Offeror shall provide laboratory services for staff pre-employment testing, and any services as required by DOC policy.

Drug and alcohol screening tests ordered by institution staff are the responsibility of the institution for payment, except for the chain of custody urine drug screens for applicant physicals. Testing shall be by radioimmuno assay, EMIT, enzyme-based assay or other similar approved test with confirmation of positive results by means of a GCMS test.

Per DOC policy, the selected Offeror will provide intake and release screening of inmates for HIV and Chlamydia which includes CT by urine pcr/GC by urine pcr test for Chlamydia and the HIV by serum ELISA for HIV, and Hepatitis C antibody screening at intake.

Specimens must be picked up from each institution, Monday through Saturday, at approximately the same time each day and delivered to the laboratory as soon as possible. Stat labs must be transported to the hospital within 1 hour. After hours, if a vehicle cost is incurred for transport, the selected Offeror will be responsible for it.

A monitor and printer that provide on-line access to the selected Offeror's information system must be provided to each institution. This system must provide access to test results as soon as they are available. All lab results, except those requiring a longer processing time, must be provided within 72 hours. The lab must notify the institution immediately by telephone of any critical abnormal results.

All phlebotomy services are to be provided to institutions for all tests including in-house, pre-admission laboratory testing. Hours are to be determined by the Health Care Administrator.

The selected Offeror will provide training for certain specimen collection and handling procedures for clinical staff upon request.

- P. **FORENSIC TREATMENT CENTER.** The DOC has a Forensic Treatment Center at SCI Waymart that includes a 90-bed forensic unit, a 50-bed intermediate unit, and a five-bed special assessment unit. The selected Offeror's Medical Director assigned to Waymart is responsible for supervising all medical care in the Forensic Treatment Unit of SCI Waymart. Psychiatric care will be under the supervision of the SCI Waymart Forensic Center Psychiatric Director, who is employed by the mental health contractor. These units comply with standards for inpatient psychiatric care established by the Office of Mental Health and Substance Abuse Services, the DOC, ACA, and NCCHC.

The 90-bed forensic unit is a long-term care forensic psychiatric hospital with 3 admission units, and 1 chronic care unit. These units are licensed by the Office of Mental Health to provide psychiatric inpatient services. The length of stay can be from 2 months to indefinite. Chronic, serious, mentally ill inmates are transferred to these units.

The 50-bed intermediate care unit provides services for general population mentally ill inmates who are having difficulty adjusting to the Special Needs Units. The inmates are usually there for approximately 6-12 months.

The 5-bed Special Assessment Unit is located in the Restricted Housing Unit and is for the mentally ill who are having difficulty adjusting to restrictive housing units. This unit is also used to assess inmates who are aggressive towards themselves or others. Their behavior problems are not severe enough to warrant a mental health commitment.

- Q. **RE-ENTRY/DISCHARGE PLANNING:** The Offeror's medical care providers will participate in all medical areas of the DOC's re-entry initiative as outlined in DOC Policy 7.3.1, Inmate Re-entry and Transition contained in **Appendix P** of this RFP. This will include, but not be limited to, the evaluation of the inmate and the completion of the associated paperwork for Medicare, Medicaid, Department of Welfare, Social Security and the Department of Veteran's Affairs assessments.

The Offeror's medical care providers will assist with discharge planning and continuity of care efforts for chronically ill inmates. This will include, but not be limited to, exchange of information and interaction with community based providers in order to ensure follow-up care can be provided.

- R. **MEDICAL RECORDS.** Records shall be maintained in accordance with DOC policy, Medical Records User Manual, and facility operational procedures. The selected Offeror shall ensure that accurate, comprehensive, legible, up-to-date medical records are kept on each inmate under its care and that such records remain confidential, with copies of reports of outside hospitalizations, outside consultations and Emergency Room visits returned to the institution for inclusion in the DOC medical records.

The selected Offeror will be responsible to purchase all required records, index tabs, alpha-numeric labels, single inserts, envelopes for transporting records, and medical forms. The selected Offeror must purchase the records folders, index tabs, and medical forms from Correctional Industries, when available. All medical records are the property of the DOC, including those reports generated by outside contractors. Upon termination of the Contract, the selected Offeror will return or provide a copy to the DOC of any medical records regarding the medical treatment of inmates incarcerated by the DOC.

- S. **MEDICAL SUPPLIES AND EQUIPMENT.** The selected Offeror shall be responsible for the provision of all medical supplies and medical equipment including DOC required supplies and forms (refer to **Appendix I**, DOC & Vendor Responsibility for Procuring Supplies and **Appendix Q**, Health Care Form Pricing List). The selected Offeror will also be responsible for the replacement and maintenance of existing medical equipment including telemedicine equipment. This includes the provision of supplies used predominately by nurses and other DOC medical staff. This does not apply to dental supplies. The DOC shall be responsible for furnishings in the medical areas, to include hospital beds, mattresses, linens, and inmate clothing. Any equipment purchased by the Selected Offeror shall be

depreciated over the life of the contract and shall become the property of the DOC at the conclusion of the contract. If the contract is terminated early, the DOC has the alternative to purchase the equipment at a depreciated cost, based on a straight depreciation schedule over the course of the contract.

- T. **CONTINUING EDUCATION/TRAINING.** The DOC will provide training to all selected Offeror staff in accordance with the DOC Policy, 05.01.01 Staff development and Training Policy, contained in **Appendix S** of this RFP.

The selected Offeror will establish a comprehensive continuing education program for institutional health care staff as well as Offeror staff. The program should include the ability to verify that individuals have completed the training.

DOC will reimburse the selected Offeror for off-site billable hours for practitioners up to 24 hours per contract year for continuing education requested by the practitioner.

The selected Offeror shall also assist the institutions in providing a program of preventive health education to the inmate population. This training agenda must be developed with the institutional health care staff on mutually identified needs and at times agreed upon by the institutions.

- U. **INFECTIOUS WASTE DISPOSAL.** The selected Offeror shall dispose of all medical and infectious waste generated by the institutions and the Community Corrections Centers in accordance with state and federal regulations. The selected Offeror is responsible for the cost of removal and disposal including all necessary supplies including DOC approved sharps containers. All certificates of disposal must be maintained by the selected Offeror and copies provided to the CHCA. The scheduling and frequency of the removal must be approved by the institution's CHCA.

- V. **QUALITY IMPROVEMENT.** The DOC has established a comprehensive Quality Improvement (QI) Program as contained in **Appendix T** of this RFP. The DOC has designated an employee to oversee this program. The DOC, Chief of Clinical Services, will direct the administrative statewide quality improvement meetings that are to be held at least quarterly. The selected Offeror will collaborate with the Bureau of Health Care Services, pharmacy, and mental health contractors in maintaining the Quality Improvement Program. The selected Offeror will participate actively on the local and Statewide Quality Improvement Committee. The Offeror will participate in monthly QI meetings at each institution.

The selected Offeror will participate in each institution's annual Medical Management Review. Refer to **Appendix U**, Medical Management Review, of this RFP. This includes submission of a joint corrective action plan to address identified deficiencies and completion of these corrective actions agreed upon by BHCS. The selected Offeror will be subject to assessments in accordance with the Service Level Agreement in Part IV-4, Section II for failure to implement the corrective action plan.

- W. **UTILIZATION REVIEW.** The selected Offeror shall be responsible to establish and maintain a utilization review (UR) plan to evaluate the appropriateness and

medical necessity of services. The selected Offeror must subscribe to McKesson Interqual and use these criteria in their Utilization Determinations. The selected Offeror will provide on-going training in approval criteria and provide onsite resources for its practitioners and onsite administrative staff.

The plan will explain in detail the step by step processing of each consult/request for on and off-site medical services subject to the utilization review process; approval, pended and denial notifications, provider and DOC appeal processes; credentials, including correctional experience of UR reviewers at all levels; provide two years of approval and denial rates of any UR claims from current correctional contracts; and expedited processing of any specialized care such as Oncology, HIV, Hepatitis C, GI, Orthopedic, etc.

The selected Offeror will provide a tracking system by which institution and BHCS personnel can monitor timeliness and appropriateness of each UR determination. The selected Offeror will provide to each institution and BHCS aggregate and individualized UR reports by physician, inmate or service, and by each institution.

- X. **RECRUITMENT.** The Offeror will provide a written plan of active and ongoing strategies, resources and activities for recruitment and retention of personnel for each classification. Specifically address recruitment strategies for staffing in rural areas as well as urban areas.

The plan will identify the number of staff dedicated to these specific functions in the Commonwealth as well as the corporate recruiting office. Outline the processes for interviewing and selecting candidates for positions. Describe the Department's role in the hiring process and approving the transfer of practitioners and program managers from one SCI to another.

Provide vacancy, turnover and longevity rates for each job classifications for the past two years in your current correctional contracts.

The plan will also include policies that clearly communicate the responsibility, accountability, and consequences of staff's failure to perform tasks related to specified duties, including progressive discipline.

All Offeror staff should meet the following essential job function requirement: negotiate stairways, mobility to move freely around interior compound, lift inmates in and out of bed/wheelchair and stretcher, communicate written and orally with inmates and staff, and stand for long periods of time. The selected Offeror must inform the DOC if any applicant or employee requires ADA accommodation.

Include in your plan the use of locum tenens and agency staff in this contract.

DOC employees and selected Offeror staff are classified as essential employees. All staff is expected to report to work when other state agencies are closed for emergencies.

- Y. **NURSING/MEDICAL RECORDS STAFFING FOR SCI-CHESTER AND SCI-PINE GROVE ONLY.** The selected Offeror shall provide a medical staff

complement comprised of, but not limited to, Certified Registered Nurse Practitioners (CRNP's), registered nurses (RN's), licensed practical nurses (LPN's), certified nursing aides (CNA's), medical records personnel for SCI-Chester and SCI-Pine Grove. Refer to **Appendix V** of this RFP for current medical staffing, salaries, and benefits (for informational purposes only).

1) **GENERAL REQUIREMENTS for SCI-Chester and SCI-Pine Grove.**

- a) The Offeror must provide a detailed staffing plan/pattern for all shifts, including weekdays, weekends, and holidays.
- b) Submit a plan for transition and implementation of nursing and medical records staff.
- c) Provide your vacancy rates in contracts that you are providing nursing and medical records staff, and what strategies are employed to decrease the vacancy rate.

2) **NURSING ADMINISTRATION.** The selected Offeror is required to provide nursing administration. Describe how your program will be structured, maintained, and supervised making reference to the items below.

- a) Orientation.
- b) Clinical supervision, validation of nursing practice, and individual skills.
- c) Scheduling.
- d) Overtime Management – PA Act 102. Comply with Act 102, Prohibition of Excessive Overtime in Health Care Act contained in **Appendix W** of this RFP, which prohibits healthcare facilities from requiring nurses and other direct caregivers to work in excess of agreed, predetermined, and regularly scheduled daily work shifts.
- e) Performance Management, Discipline and Evaluation.
- f) Re-training/Re-credentialing.
- g) Maintenance of nursing skills.
- h) Practice enhancement (decisions support, triage support, nursing protocols).
- i) Ordering and Inventory management of medical supplies.
- j) Coordination with CHCA and DOC management.
 - i.) Clinical nursing and provider issues
 - ii.) Legal issues: guardianship, hunger strikes, refusal of care

- iii.) Data collection
- iv.) Grievances and/or inmate to staff requests: research and resolution.
- v.) Daily Staff Complement
- vi.) Attend required meetings: QI, Monthly Operations, Quarterly Health Care, Pharmacy and Therapeutics, Clinical Death and Suicide Reviews, Safety, etc.

k) Security and Chain of Command

- i.) Meetings with Superintendent, Deputies, Majors and Shift Commanders
- ii.) Security drills
- iii.) Tool and key control
- iv.) Cell extractions, chart review and physical exams.
- v.) PREA (Prison Rape Elimination Act)
- vi.) Alleged inmate abuse and planned use of force
- vii.) Required reports
- viii.) Training: Computer-based training (CBT), required SCI orientation, Critical Incident Management

3) **NURSING SERVICES.** The Offeror will be required to provide nursing services. Describe in detail how you plan to provide each of the following services:

- a) Quality Assessment and Quality Improvement beyond the quantitative output of the EMR,
- b) Infection Control, including tuberculosis (including inmate and staff TB testing), HIV (including post exposure prophylaxis), viral hepatitis, contagious viruses, hygiene, other communicable diseases, and required reporting to DOC and Department of Health (DOH).
- c) Sick Call, including participation and administration in accordance with DC ADM 820 Co-Payment for Medical Services policy contained in **Appendix X** of this RFP.
- d) Reception Screening, both at initial reception and upon transfer.
- e) Physician Lines and Clinics.
- f) Triage and Assessments.
- g) Medical Clearances: Authorized Temporary Absence, Site-to-Site Transfers, Hospital Transfer, etc.
- h) Medication Administration and Processes.
- i) Treatment lines, including wound care.

- j) Services in restricted housing units, infirmaries, skilled care units, mental health units or special management units.
- k) Levels of Care: Inpatient Care, Outpatient Care, Sub-Acute Care, Personal Care, Intermediate Care, and Skilled Care.
- l) Emergency Assessments.
- m) Inmate and Staffing Education.
- n) Discharge Planning/Compass Application.
- o) Coordination with Mental Health Services; Assessment and Triage of Mental Health Emergencies.
- p) Automation, including initial and ongoing training for automation initiatives.
- q) Hospice Program.
- r) Full cooperation with the Incident Command System.
- s) All other additional services as directed by the CHCA.

4) **OTHER NURSING PROVISIONS.**

- a) The selected Offeror must provide the nursing services in the volume listed in its proposal. The selected Offeror will be subject to assessments in accordance with the Service Level Agreement (SLA) contained in Part IV-4, Section II of the RFP if those services are not provided as specified in the selected Offeror's proposal.
- b) The selected Offeror must provide a standard complement of nurses for consistency. The DOC recognizes that at certain times the selected Offeror will require some temporary nurses. The selected Offeror may develop a pool of nurses who must have DOC security clearance prior to providing services. A seven-day pre-approval is necessary.

5) **MEDICAL RECORDS STAFFING.** The selected Offeror shall maintain medical records for all active inmates, inmates in Community Corrections Centers, and archive files for released inmates in accordance with DOC policy, Medical Records User Manual, and facility operational procedures. Staff is also responsible for records retrieval, production and court appearances. The Offeror must include in the proposal how these services will be provided. Refer to **Appendix V** of this RFP for current medical staffing, salaries, and benefits (for informational purposes only).

The selected Offeror shall provide all medical records staff, such as Medical

Records Technicians, Medical Records Assistants, and clerk typists, to perform all medical records functions at SCI-Chester and SCI-Pine Grove in accordance with DOC policy, Medical Records User Manual, and facility operational procedures. Medical Records Technicians shall be certified by the American Health Information Management Association (AHIMA) as Registered Health Information Administrators or Registered Health Information Technicians (RHIA/RHIT). The Offeror must submit a plan for release of information.

6) **MEDICAL RECORDS SERVICES.** The selected Offeror will be required to provide medical records services. Describe in detail how you plan to provide each of the following services:

- a) Release of information.
- b) Archiving and transportation of medical records to the state records center.
- c) Maintenance of a request of information tracking log and any other tracking logs that may be required.
- d) Comprehensive chart review.
- e) Copying.
- f) Filing.
- g) Retrieving and reactivation of all medical records for active inmates
- h) Mailings.
- i) All other additional services as directed by the CHCA.

Z. **DOC RESPONSIBILITIES.** Services supplied by the DOC will include the following if Lot 1 is awarded:

- 1) Existing Medical Equipment (does not include maintenance or replacement of this equipment).
- 2) Security.
- 3) Housecleaning and Housecleaning supplies.
- 4) Laundry.
- 5) Food Service (including therapeutic diets).
- 6) Chief psychologists, mental health coordinators, counselors, and other psychology staff (except to mental health units).
- 7) On-site institutional training (primarily on security issues except as provided by selected Offeror – see Section II-21).
- 8) Nursing staff except at: 1) SCI-Chester and SCI-Pine Grove; and 2) dialysis units at SCI-Laurel Highlands and SCI-Muncy.
- 9) Medical Records Staff except at SCI-Chester and SCI-Pine Grove.
- 10) Dental Services (except items noted in RFP such as oral surgery and

emergencies).

- 11) Telephones (selected Offeror is responsible for toll calls and special line charges including facsimile equipment).
- 12) Installation of telemedicine ISDN lines. (Monthly line costs to be paid by the selected Offeror.)
- 13) Internal DOC E-mail access.
- 14) Provide one facsimile and one copy machine at each institution for the selected Offeror to utilize for administrative and clinical functions.
- 15) Physical Plant Maintenance

AA. **SCHEDULING.** The selected Offeror is required to coordinate with security all offsite medical trips. The selected Offeror shall provide to the CHCA a weekly schedule of all proposed offsite medical trips no later than Friday of the preceding week.

The selected Offeror must submit monthly schedules of all on-site services, specialties, and practitioners' hours for approval by the CHCA in coordination with security. The schedules must be submitted to the CHCA online prior to the end of the preceding month. All deviations and/or revisions must be approved by the CHCA.

BB. **CREDENTIALING.** The selected Offeror must provide to the CHCA of each institution a current accounting in electronic format of all required credentials for all licensed and certified staff in accordance with the DOC Credentialing Policy 13.1.1 Section 1. The system should have capabilities of storing, retrieval, reporting, and auditing for all staff credentials/license renewals, first aid and CPR expirations, and malpractice insurance criteria. DOC maintains the right to disqualify individuals from providing service based on prior work history and security concerns.

CC. **TELEMEDICINE REQUIREMENTS.** The selected Offeror is required to implement telemedicine technology in each of the Department's institutions and at the BHCS central office. This technology will be used to conduct telemedicine/video conferences such as: 1) Specialist consultations, 2) conferences between institution personnel and hospitals, 3) health care related meetings and training, and 4) non-health care related meetings and training.

The selected Offeror is required to maximize use of telemedicine equipment to reduce the need for off-site consultations in scenarios where doing so does not impede the level of care. This technology will also expedite distribution of time sensitive training programs and help to reduce travel expenses associated with multi-site meetings.

The selected Offeror is required to implement telemedicine systems at all sites and have them fully functional, including completion of end-user training, within 180 days of the signed contract.

- 1) **End-User Equipment.** The Department currently has telemedicine end-user equipment installed in all locations as provided by the incumbent health care contractor. The incumbent contractor will be removing the existing equipment within 180 days following termination of the existing contract. The selected Offeror will be required to provide telemedicine end-user equipment in each of the Department's institutions and BHCS central office that is equal to or better than the existing end-user equipment. All equipment provided and/or paid for by the Offeror and used as part of the Telemedicine service at the state correctional institution(s) shall remain the property of the Department at the conclusion or termination of the contract.

The following specifications pertain to the existing equipment:

- a) Sony PCS1 videoconferencing system
- b) BRI module for ISDN*
- c) NT 512 BRI interface for ISDN Lines*
- d) Sony KV-27FS120 27" TV monitor
- e) AMD-2500 patient exam camera
- f) Rolling security cabinet
- g) Patch Cables
- h) Power strip
- i) Camera tripod

** BRI and NT1 equipment will not be required in the new end-user equipment as ISDN connectivity directly from the end-user equipment will be decommissioned when the new end-user equipment is activated at each site (details of ISDN decommissioning is covered in "Network/Telecommunication Considerations" section of this specification).*

Four Department locations also include electronic stethoscopes that are connected to and communicate through the above end-user equipment. The following specifications pertain to these electronic stethoscopes.

- a) Desktop computer
- b) Computer monitor
- c) AMD 3550 Smartsteth electronic stethoscope

- 2) **Network/Telecommunication Considerations.** The existing end-user equipment currently uses three ISDN 2B+D BRI circuits for H.320 connectivity to other sites. The existing equipment is also attached to the Department's IP-based data network for selected Offeror remote support and troubleshooting purposes.

The intentions are to decommission ISDN circuits directly-connected to all telemedicine end-user equipment at all Department locations. All intra-Department calls will be conducted via H.323 over the Department's IP-based data network. IP-based calls to non-Department locations with Internet presence will also be enabled and permitted over the Department's IP-based data network,

albeit in the outbound direction only (i.e. non-Department locations will not be able to initiate IP-based calls to Department locations).

It is recognized that telemedicine sessions may need to be conducted with non-Department locations that only support ISDN communications. The selected Offeror will be required to provide IP-to-ISDN gateway services to facilitate calls from Department locations to non-Department locations that only support ISDN (H.320) services. The selected Offeror must host all gateway services at one of their locations or establish agreements with 3rd party providers to provide such services. Department locations will call in to the Offeror-provided gateway over IP via the Internet or Commonwealth business partner (BP) connection (details of BP connection covered in “Technical Support” section). The selected Offeror must provide, fund, support, administer, maintain, and host all equipment and telecommunication services at their location necessary to facilitate this gateway requirement.

It is expected that the ISDN decommissioning on the end-user equipment will occur at the time the new end-user equipment is activated. As a result, the selected Offeror will be required to have their gateway services fully operational prior to replacing existing end-user equipment.

The Department will provide, fund, maintain, and support all data network services for telemedicine equipment at all Department locations.

This specifically includes:

- a) Data cabling from end-user equipment to Department LAN switch.
- b) LAN switch equipment.
- c) Connectivity from Department LAN to Department WAN.
- d) WAN telecommunication services.
- e) WAN connectivity to all Department locations.
- f) WAN connectivity to the Internet for calls to non-Department locations and calls to ISDN destinations via the Offeror-provided IP-to-ISDN gateway.
- g) IP addressing assigned to end-user equipment.
- h) Power receptacles for end-user equipment.

Call connection speeds from end-user equipment to all destinations will be limited to 384K calls (460K IP network bandwidth per session). The selected Offeror is required to implement configuration settings on the end-user equipment to enforce maximum calling speed of 384K.

The Department’s WAN is configured with quality of service (QoS) attributes. The selected Offeror is required to implement configuration settings on end-user equipment and gateway services as defined by the Department to ensure telemedicine traffic traverses the data network as required by the Department. QoS requirements are subject to change throughout the life of the contract and the

selected Offeror is required to modify configurations settings as needed to facilitate these changes.

- 3) **End-User Training.** The selected Offeror is required to provide end-user training for use of the telemedicine equipment, peripherals, and gateway services. Training must be provided on-site at each Department facility using the actual telemedicine equipment provided by the selected Offeror. Training must be complete within 30 days of equipment installation. The selected Offeror is responsible for all costs associated with end-user training.
- 4) **Technical Support.** The selected Offeror is required to provide all technical support for telemedicine equipment and gateway services. Technical support must be available and accessible via toll-free telephone during regular business hours (Monday through Friday, 08:00 – 16:00).

The selected Offeror will be provided remote access to telemedicine end-user equipment one of two ways; 1) using a Commonwealth VPN account, 2) using a Commonwealth Business Partner network connection.

- 5) **Commonwealth VPN Accounts.** Commonwealth VPN accounts may be acquired by the selected Offeror. VPN accounts are assigned to individuals (i.e. a single generic account may not be shared by multiple selected Offeror staff). The Department will provide up to 5 selected Offeror VPN accounts at no cost to the selected Offeror. The selected Offeror is required to use the Commonwealth's remote access client software to access the Commonwealth's remote access server via the Internet which provides connectivity to the Department's network hosting telemedicine end-user equipment. The selected Offeror is required to adhere to Commonwealth rules and regulations regarding use of these VPN accounts.
- 6) **Commonwealth Business Partner (BP) Network Connections.** Commonwealth BP network connections may be acquired by the selected Offeror. The selected Offeror must conduct an analysis of bandwidth requirements for services that will traverse the BP connection. These services may include remote access to end-user equipment and/or IP connectivity between end-user equipment and selected Offeror gateway services. The bandwidth requirements will drive BP design.

For bandwidth requirements up to T1 speeds, the Department will host a frame-relay WAN connection that will provide connectivity to the Department's network hosting telemedicine end-user equipment. The selected Offeror is required to provide network equipment in their location to host termination of the frame relay WAN link on their side of this connection. This service is only available for selected Offeror sites within the state of Pennsylvania. The Department will provide the frame-relay telecommunication circuit and all network equipment on the Department-side of this link at no cost to the selected Offeror. The selected Offeror is responsible for all equipment, maintenance, and support costs for equipment on their side of the T1 circuit.

For bandwidth requirements over T1 speeds and/or a selected Offeror location outside the state of Pennsylvania, the Department will provide the selected Offeror rack space in a data center located in Harrisburg, PA. The Department will provide the selected Offeror a 1GB TX Ethernet network connection in the data center for connectivity to the Department's network hosting telemedicine end-user equipment.

The data center will be equipped with power, environmental conditioning, physical security, cabling required between the rack and the Department's network interface, and cabling between the rack and service-provider demark interface in the data center (UTP, Coax, and/or fiber provided by the Department as required by the selected Offeror).

The selected Offeror is required to provide and fund telecommunication services between the data center and their location. Both Verizon and Level(3) have existing services in the data center. However, the selected Offeror may use the telecommunication service-provider of their choice. The selected Offeror is required to provide, fund, administer, maintain, and support the network equipment required at their location and in the Department's data center.

The Department will dictate IP addressing requirements for the frame-relay WAN link or the 1GB Ethernet link. Source device IP addressing on the selected Offeror side of the BP connection must be compatible with the Department's IP network addressing schemes. Private IP address conflicts between selected Offeror devices and Department networks must be resolved by the selected Offeror without the need for Department IT system changes.

The selected Offeror is required to identify the remote support option they will implement in their RFP response. In cases where the selected Offeror determines that a BP connection will be required using the non-frame-relay BP option, the selected Offeror must also include the following in their RFP response; 1) BP network design diagram, 2) list of network equipment to be provided in the data center, 3) name of service-provider for proposed telecommunication services, 4) description of proposed telecommunication services.

- 7) **Maintenance.** The selected Offeror is required to provide and fund maintenance services as needed to restore operation of failed telemedicine end-user equipment and gateway services within five business days of when the failure is reported.

All equipment provided and/or paid for by the Offeror and used as part of the Telemedicine service at the state correctional institution(s) shall remain the property of the Department at the conclusion or termination of the contract.

DD. **PEER REVIEW.** The selected Offeror must comply with DOC Peer Review Policy 13.1.1 Section 12.

EE. **DATA MANAGEMENT.** The selected Offeror will be responsible to provide data necessary to complete the monthly Health Services Monthly Statistical Report.

FF. **ELECTRONIC MEDICAL RECORD.** The requirements for Electronic Medical Record are contained in **Appendix C** of the RFP. Offerors must comply with the requirements specified therein and must conform to both National Health Information Exchange and Pennsylvania eHealth Collaborative Standards and be able to participate in the eHealth Collaborative.

- 1) **Information Technology Bulletins.** This RFP is subject to the Information Technology Bulletins (ITB's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITB's may be found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>. All proposals must be submitted on the basis that all ITB's are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITB's. Notwithstanding the foregoing, if the Offeror believes that any ITB is not applicable to this procurement, it must list all such ITB's in its technical response, and explain why it believes the ITB is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITB not be considered to be applicable to the procurement. The Offeror's failure to list an ITB will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITBs.
- 2) **Ownership Rights Provision.** The Ownership Rights provision contained in **Appendix Y** replaces in its entirety the Ownership Rights provision in the Contract Terms and Conditions contained in **Part V** of the RFP.
- 3) **Software License Agreement.** The software license agreement contained in **Appendix H** does not have to be returned with the Offeror's proposal. The software license agreement is a form that third party software owners will be required to execute.
- 4) All equipment provided and/or paid for by the Offeror and used as part of the Electronic Medical Records system at the state correctional institution(s) shall remain the property of the Department at the conclusion or termination of the Contract.

GG. INVOICES AND PAYMENTS.

- 1) **Invoices and payment.** The DOC shall pay the selected Offeror monthly. Payment shall be made after services actually are rendered by the selected Offeror. The selected Offeror shall meet with representatives of the DOC forty-five or more days prior to the effective date of the contract to develop a standard invoice format and processing method. The parties anticipate that the standard invoice format and processing method will include, but not necessarily be limited to, the following steps:

- a) The DOC provides the selected Offeror the number of inmates housed in the institutions on the last day of the month, as posted on the DOC website. The DOC will also provide to the selected Offeror the number of inmates housed in the secure CCC units on the last day of the month; and
- b) The selected Offeror will submit a monthly invoice to the DOC reflecting a base fee and any adjustments necessary to reflect items, including but not limited to, actual hours of service provided during the preceding month and any liquidated damages assessed by the DOC.
- c) With the concurrence of the selected Offeror and the DOC, the selected Offeror may provide some of the on-site hours via telemedicine. In that event, the practitioner's time shall be credited at the institution where the inmate is being seen and not at the institution from which the practitioner is working. The selected Offeror must document appropriate telemedicine hours.

HH. SERVICE LEVEL AGREEMENTS.

- 1) **Liquidated Damages Assessments.** If the selected Offeror fails to satisfy its obligations, DOC may, in addition to its right to declare the selected Offeror in default, assess against the selected Offeror liquidated damages as described below.

- a) **On-Site Hours SLA Assessments.**

- i.) **Statewide.** The assessment of an SLA will be based on statewide aggregate totals per position type. No liquidated damages shall be assessed, should the total number of on-site hours provided for each position category (e.g. MD, PA, CRNP, RN, LPN, etc.) be at or above 95% of the total statewide hours of each position category hours as reflected in the current staffing plan across all sites.

Any addition to or deletion from prescheduled hours must be approved by the CHCAs or designee at the affected institutions.

For unfilled hours in the 90%-95% range, DOC may assess liquidated damages in the amount of 100% of the hourly rate by position category. For any unfilled hours that fall below 90% in the MD, PA, CRNP, LPN, or RN categories, DOC may assess liquidated damages in the amount of 150% of the hourly rate by position.

For purposes of calculating the 95%, the selected Offeror shall receive 'credit' for up to a maximum of 110% of hours provided by position at each site unless a request for additional hours (e.g. to

provide additional services or address special needs) has been submitted to and approved by the DOC.

Should the selected Offeror provide more than 100% of the hours for a specific position on a statewide aggregate basis, the additional hours can be used to offset a shortage of another position hours provided the work of the first position can be considered equal or greater to the specific work for the latter position. For instance, additional hours of the RN classification could be used to offset a shortage of LPN or nursing assistant hours.

The DOC and the selected Offeror will use the consolidated position assessment rates. The rates will be increased in accordance with the annual increase provision of the contract.

- ii.) **Site Specific.** On an individual site basis, the selected Offeror shall provide at least 85% of the staffing plan hours each invoicing period by position category or be subject to the following progressive assessment structure for each successive invoicing period where hours provided are less than the 85% by position.

1st Occurrence – 150%

2nd Occurrence – 175%

3rd and Subsequent Occurrences – 200%

No more than four (4) occurrences may happen within a 12-month period starting from the first occurrence. In the event of a 4th occurrence, in addition to paying liquidated damages the selected Offeror will be required to develop a corrective action plan to address the problem area(s), submit the corrective action plan within five (5) business days of the infraction and correct the issues within 30 days of the date the corrective action plan is approved. If the selected Offeror fails to implement the corrective action plan, the DOC may declare the selected Offeror in default of the contract.

The eight holidays (New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) will not be included in calculating hours in regard to staffing assessments. The state recognizes three additional holidays (President's Day, Columbus Day, and Veteran's Day), which the selected Offeror may use for training and in-service; in that event, those hours may be billed.

The DOC may waive or reduce liquidated damages at its sole discretion for unusual circumstances. The DOC may also transfer excess hours from one institution to another at its sole discretion to cover a short-term need for additional hours at one or more institutions.

The selected Offeror must provide an automated time management system to determine actual hours of service provided. Actual hours of service shall be computed weekly. Actual hours of service shall include hours worked outside the institutions so long as such hours are directly related to providing services under this agreement and so long as such hours have received prior approval by DOC. Meal periods shall not be considered actual hours of service.

The selected Offeror's employees, subcontractors, or independent contractors will be charged a minimum thirty minute meal period if they work six or more consecutive hours unless written notice is provided to the DOC. This written notice shall be in the form of a list of employees, subcontractors and independent contractors who will not take a meal period and be presented to the DOC fourteen or more days prior to the effective date of the contract. This list shall be updated by the selected Offeror when changes occur.

With the concurrence of the selected Offeror and the DOC, the vendor may provide some of the on-site hours via telemedicine. In that event, the practitioner's time shall be credited at the institution where the inmate is being seen and not at the institution from which the practitioner is working. The selected Offeror must document appropriate telemedicine hours.

Any liquidated damages assessed shall be based upon full weeks with all weeks running from Sunday through Saturday. For SLA purposes, months shall end the last full week of the month. Any remaining days shall be included in the following month's SLA calculation.

b) Non-Hourly SLA Assessments.

The Offeror acknowledges and agrees that, except as specifically modified, the Offeror is required to furnish all services described in this Request for Proposal within the time limits set forth therein and that failure to do so may constitute non-performance as identified in this section. The preceding notwithstanding, the DOC recognizes that it is impractical to draft a contract which will specifically address every conceivable manner in which the Offeror may fail to furnish services which are contemplated by this RFP. Nevertheless, the Offeror recognizes that the DOC must have the ability to assess appropriate liquidated

damages against the Offeror if the Offeror's performance is unacceptable. The Offeror will be required to agree that the DOC may assess liquidated damages where offeror's performance or non-performance indicates a pattern of non-compliance with the offeror's obligation to furnish medical services to the institutions or to otherwise perform its obligations.

If, in the determination of the DOC, the selected offeror's performance or non-performance constitutes a pattern of non-compliance with the selected Offeror's obligation, either statewide or at any single institution, the DOC shall forward written notice to the selected Offeror identifying the deficiency or deficiencies constituting the pattern of non-compliance, advising the selected Offeror of the time within which the pattern of non-compliance must be corrected, and setting forth the liquidated damages that will be assessed against the selected Offeror if the pattern of non-compliance is not corrected. The term Pattern of Non-Compliance shall be interpreted with sufficient flexibility to include a single instance of serious non-compliance or multiple instances of lesser non-compliance.

A pattern of non-compliance may be based upon the selected Offeror's performance or non-performance at a single institution or at multiple institutions.

In determining the time within which the pattern of non-compliance must be corrected, the DOC may either establish a specific time by which the pattern of non-compliance must be corrected or establish a series of compliance dates reflecting steps to be taken by the selected Offeror to correct the pattern of non-compliance. By way of illustration and not in limitation of the DOC'S options in this regard, if correcting the pattern of non-compliance requires that the selected Offeror hire an additional Medical Doctor, the DOC may establish a date by which the selected Offeror must begin recruitment and a date by which the selected Offeror must actually hire a Medical Doctor.

The DOC may not establish an assessment in excess of ten percent (10%) of the total amount of the adjusted monthly invoice for the month in which the liquidated damages is assessed.

The failure of the DOC to declare a pattern of non-compliance or to assess liquidated damages based upon a deficiency occurring at a single institution or at multiple institutions shall not constitute a waiver of any such deficiency. The DOC's ability to determine the occurrence of a pattern of non-compliance is in addition to the DOC's ability to declare that the selected Offeror has engaged in an event of default.

- i.) **Delivery Requirements for Supplies and Durable Medical Equipment (DME).** In the event that the Offeror does not provide medically necessary products within the timeframes as specified in **Appendix R** of this RFP, the DOC may purchase the item(s) and

the selected Offeror will be charged 150% of all costs to purchase the item, including labor hours.

II. **LIABILITY INSURANCE.** The Commonwealth of Pennsylvania will not provide any insurance coverage to the selected Offeror, its employees or subcontractors. The selected Offeror shall obtain and maintain liability insurance covering the selected Offeror and those employees of the selected Offeror providing any service under this contract. The insurance must list the Commonwealth as an additional insured. The insurance shall be in the amount of at least one million dollars aggregate per year, except for physicians who are employees of the selected Offeror. The insurance shall be in the amount of one million dollars per incident and at least three million dollars aggregate per year for each physician. The selected Offeror must file certificates of the selected Offeror's insurance with the Central Office Contract Compliance Administrator and a master list shall be given to the CHCA listing each physician covered. The selected Offeror shall require that all subcontractors, including independent contractors of the selected Offeror, obtain and maintain, while providing services under this contract or any renewal thereof, liability insurance covering the subcontractor and those employees.

JJ. **BONDING.** The selected Offeror shall obtain at the time of contract execution and maintain for the duration of this contract a performance bond and a payment bond in the amount of five million dollars. The bonds are conditioned upon the faithful performance of the contract in accordance with the specifications and conditions of the contract. Such bonds shall be for the protection of the Commonwealth of Pennsylvania. Acceptable security for the bonds shall be limited to a form satisfactory to the DOC and underwritten by a surety company licensed to issue bonds in Pennsylvania.

KK. **ADDITIONAL PROVISIONS.**

- 1) The selected Offeror will have all hospital and specialty contracts within sixty (60) days of effective date of contract. The selected Offeror is responsible to notify the DOC of any pending contracts not finalized within sixty (60) days and include estimated date for contract finalization in this notification. A copy of these contracts must be provided to the CHCA at the appropriate institution(s) and the BHCS.
- 2) The selected Offeror must provide necessary program and cost information on a statewide and institutional basis for the DOC to monitor performance in the format and frequency developed by BHCS. At a minimum, the selected Offeror must provide detailed reports on contract costs and program statistics such as number of hospital admissions, lengths of stay in outside facilities, QI, infectious disease tracking, Utilization Review, etc.
- 3) The selected Offeror must consult the Chief of Clinical Services for DOC for input and recommendations, before the selected Offeror hires, dismisses, or changes a location of a practitioner and/or program manager.

- 4) The selected Offeror and its staff will be responsible for cooperating with the DOC in connection with litigation involving the DOC, its staff, the selected Offeror and/or its staff. This includes, but is not limited to, litigation where the DOC, its staff, the selected Offeror and/or its staff are defendants, e.g., claims challenging medical treatment, as well as litigation where the DOC is the plaintiff, e.g., where the DOC is seeking an order authorizing involuntary treatment. Such cooperation will include, but is not limited to, testifying in court, supplying affidavits and declarations, cooperating with counsel representing the DOC and/or its staff, reviewing and discussing medical records, and assessing the nature and severity of injuries claimed to have been suffered by inmates. The selected Offeror and its staff will also be responsible for assisting with grievance reviews.
- 5) As medical science evolves during the term of the Contract, any medical advance which: (1) becomes the commonly accepted standard of medical care; and (2) was not known or could not reasonably have been anticipated at the time the selected Offeror submitted its proposal or which was not otherwise noted prior to the awarding of the contract; and (3) which results in a substantial per patient cost increase, may be considered by the DOC for additional compensation. (All three elements of the preceding standard must be satisfied for a medical advance to support a request for additional compensation. A substantial per patient cost increase is defined, for this purpose, as a cost increase of greater than three percent per year.) If the selected Offeror believes that a medical advance satisfies all three elements of the preceding standard, the selected Offeror may request that the DOC increase its compensation in an amount equal to the actual, direct increased cost incurred by the contractor in meeting the new commonly accepted standard of medical care as compared to the cost incurred by the selected Offeror in meeting the previously existing commonly accepted standard of medical care. All other cost increases are the responsibility of the selected Offeror. If medical advances result in a substantial per patient cost decrease for the selected Offeror, the DOC will seek a corresponding decrease from the selected Offeror.
- 6) Implementation of the new health care services contract may result in the reorganization of services and the opening, closing or transfer of specialty care units within the DOC. Changes of services can be negotiated by the parties and must be confirmed by written notice. Changes to the pricing structure will be made on the appropriate quarterly adjustment. This paragraph also includes the opening and closing of entire institutions or portions or programs thereof.

LL. Adjustments to Staffing Hours and Classification.

- 1) All required staffing hours may be adjusted quarterly beginning on the first day of the fourth month of the contract. The DOC shall furnish to the selected Offeror a quarterly statement showing the staffing hours to be furnished by the selected Offeror at the institutions.
- 2) The required staffing hours may be adjusted during any quarter if the adjustment is based upon a significant change in institutional operations such as, but not limited to, the increase or decrease of inmate population.

- 3) The selected Offeror shall submit to the DOC a revised cost proposal if the required staffing hours are adjusted. The revised cost proposal shall be submitted to the DOC within 14 calendar days of receipt detailing the adjustment to the required staffing hours.
- 4) Should it become necessary to add new staffing classifications to the contract, the new classifications can be added on the appropriate quarterly adjustment if approved by both parties. The cost for these services will be negotiated by the parties.

MM. CO-PAY FOR MEDICAL SERVICES. The DOC has instituted a fee for service program for inmate medical care per Co-Payment for Medical Services policy, DC-ADM 820. The selected Offeror's practitioners are required to assist in the compliance of the same.

NN. COMMUNITY CORRECTIONS INMATES. The DOC may send its pre-release community corrections inmates to the closest correctional institutions for sick call, doctor session and specialty clinic treatment.

DOC will require the inmate or family to purchase any necessary medical equipment that is needed for a pre-release inmate to be placed in a Community Corrections Center. If funds are not available, the selected Offeror will be responsible to purchase these items for the inmate.

OO. MEDICAL AND COST INFORMATION. The DOC will require submission of hospital cost information that the Commonwealth may use to acquire federal funds in the Disproportionate State Share program. All funds received in this program will be the sole property of the Commonwealth.

IV-5. LOT 2: Base Services Plus Nursing and Medical Records Staffing for All Institutions

A. Base Services. Base services described in Part IV-4 (except Part IV-4, Section Y.) are incorporated by reference as if fully listed here and shall be provided by the selected Offeror. In your Lot 2 proposal, fully set forth your proposal for providing all of the base services described in Part IV-4 (except Part IV-4, Section Y).

B. Nursing and Medical Records Staffing for All Institutions. The Selected Offeror shall provide nursing and medical records staffing for all 27 institutions and 2 State Community Corrections Centers. The selected Offeror shall provide a medical staff complement comprised of, but not limited to, Certified Registered Nurse Practitioners (CRNP's), registered nurses (RN's), licensed practical nurses (LPN's), certified nursing aides (CNA's), medical records personnel or equivalent position(s) for all institutions. The Offeror may consider existing DOC staff when hiring their staffing complement. Refer to **Appendix V** of this RFP for current medical staffing, salaries, and benefits (for

informational purposes only). This does not include nursing staff for the Mental Health Units currently at SCI-Graterford, SCI-Cresson, SCI-Muncy, and SCI-Rockview.

In the event that the DOC needs to add additional personnel to monitor the contract, the Selected Offeror shall reimburse the Commonwealth up to \$250,000 to offset these personnel costs.

1) **GENERAL REQUIREMENTS.**

- a) The Offeror must provide a detailed staffing plan/pattern for all shifts, including weekdays, weekends, and holidays.
- b) Submit a plan for transition and implementation of nursing and medical records staff.
- c) Provide your vacancy rates in contracts that you are providing nursing and medical records staff, and what strategies are employed to decrease the vacancy rate.

2) **NURSING ADMINISTRATION.** The selected Offeror is required to provide nursing administration. Describe how your program will be structured, maintained, and supervised making reference to the items below.

- a) Orientation.
- b) Clinical supervision, validation of nursing practice, and individual skills.
- c) Scheduling.
- d) Overtime Management – PA Act 102. Comply with Act 102, Prohibition of Excessive Overtime in Health Care Act contained in **Appendix W** of this RFP, which prohibits healthcare facilities from requiring nurses and other direct caregivers to work in excess of agreed, predetermined, and regularly scheduled daily work shifts.
- e) Performance Management, Discipline and Evaluation.
- f) Re-training/Re-credentialing.
- g) Maintenance of nursing skills.
- h) Practice enhancement (decisions support, triage support, nursing protocols).
- i) Ordering and Inventory management of medical supplies.
- j) Coordination with CHCA and DOC management.

- ix.) Clinical nursing and provider issues
- x.) Legal issues: guardianship, hunger strikes, refusal of care
- xi.) Data collection
- xii.) Grievances and/or inmate to staff requests: research and resolution.
- xiii.) Daily Staff Complement
- xiv.) Attend required meetings: QI, Monthly Operations, Quarterly Health Care, Pharmacy and Therapeutics, Clinical Death and Suicide Reviews, Safety, etc.

k) Security and Chain of Command

- xv.) Meetings with Superintendent, Deputies, Majors and Shift Commanders
- xvi.) Security drills
- xvii.) Tool and key control
- xviii.) Cell extractions, chart review and physical exams.
- xix.) PREA (Prison Rape Elimination Act)
- xx.) Alleged inmate abuse and planned use of force
- xxi.) Required reports
- xxii.) Training: Computer-based training (CBT), required SCI orientation, Critical Incident Management

3) **NURSING SERVICES.** The Offeror will be required to provide nursing services. Describe in detail how you plan to provide each of the following services:

- a) Quality Assessment and Quality Improvement beyond the quantitative output of the EMR,
- b) Infection Control, including tuberculosis (including inmate and staff TB testing), HIV (including post exposure prophylaxis), viral hepatitis, contagious viruses, hygiene, other communicable diseases, and required reporting to DOC and Department of Health (DOH).
- c) Sick Call, including participation and administration in accordance with DC ADM 820 Co-Payment for Medical Services policy contained in **Appendix X** of this RFP.
- d) Reception Screening, both at initial reception and upon transfer.
- e) Physician Lines and Clinics.
- f) Triage and Assessments.
- g) Medical Clearances: Authorized Temporary Absence, Site-to-Site Transfers, Hospital Transfer, etc.
- h) Medication Administration and Processes.

- i) Treatment lines, including wound care.
- j) Services in restricted housing units, infirmaries, skilled care units, mental health units or special management units.
- k) Levels of Care: Inpatient Care, Outpatient Care, Sub-Acute Care, Personal Care, Intermediate Care, and Skilled Care.
- l) Emergency Assessments.
- m) Inmate and Staffing Education.
- n) Discharge Planning/Compass Application.
- o) Coordination with Mental Health Services; Assessment and Triage of Mental Health Emergencies.
- p) Automation, including initial and ongoing training for automation initiatives.
- q) Hospice Program.
- r) Full cooperation with the Incident Command System.
- s) All other additional services as directed by the CHCA.

4) OTHER NURSING PROVISIONS.

- a) The selected Offeror must provide the nursing services in the volume listed in its proposal. The selected Offeror will be subject to assessments in accordance with the Service Level Agreement (SLA) contained in Part IV-4, Section II of the RFP if those services are not provided as specified in the selected Offeror's proposal.
- b) The selected Offeror must provide a standard complement of nurses for consistency. The DOC recognizes that at certain times the selected Offeror will require some temporary nurses. The selected Offeror may develop a pool of nurses who must have DOC security clearance prior to providing services. A seven-day pre-approval is necessary.

5) MEDICAL RECORDS STAFFING. The selected Offeror shall maintain medical records for all active inmates, inmates in Community Corrections Centers, and archive files for released inmates in accordance with DOC policy, Medical Records User Manual, and facility operational procedures. Staff is also responsible for records retrieval, production and court appearances. The Offeror must include in the proposal how these services will be provided. Refer to

Appendix V of this RFP for current medical staffing, salaries, and benefits (for informational purposes only).

The selected Offeror shall provide all medical records staff, such as Medical Records Technicians, Medical Records Assistants, and clerk typists, to perform all medical records functions at all institutions in accordance with DOC policy, Medical Records User Manual, and facility operational procedures. Medical Records Technicians shall be certified by the American Health Information Management Association (AHIMA) as Registered Health Information Administrators or Registered Health Information Technicians (RHIA/RHIT). The Offeror must submit a plan for release of information.

6) **MEDICAL RECORDS SERVICES.** The selected Offeror will be required to provide medical records services. Describe in detail how you plan to provide each of the following services:

- a) Release of information.
- b) Archiving and transportation of medical records to the state records center.
- c) Maintenance of a request of information tracking log and any other tracking logs that may be required.
- d) Comprehensive chart review.
- e) Copying.
- f) Filing.
- g) Retrieving and reactivation of all medical records for active inmates
- h) Mailings.
- i) All other additional services as directed by the CHCA.

7) **DOC RESPONSIBILITIES.** Services supplied by the DOC will include the following if Lot 2 is awarded:

- a) Existing Medical Equipment (does not include maintenance or replacement of this equipment).
- b) Security.
- c) Housecleaning and Housecleaning supplies.
- d) Laundry.
- e) Food Service (including therapeutic diets).
- f) Chief psychologists, mental health coordinators, counselors, and other psychology staff (except to mental health units).
- g) On-site institutional training (primarily on security issues except as provided by selected Offeror – see Section II-21).
- h) Nursing staff at in-patient MHU (as provided through a separate contract).

- i) Dental Services (except items noted in RFP such as oral surgery and emergencies).
- j) Telephones (selected Offeror is responsible for toll calls and special line charges including facsimile equipment).
- k) Installation of telemedicine ISDN lines. (Monthly line costs to be paid by the selected Offeror.)
- l) Internal DOC E-mail access.
- m) Provide one facsimile and one copy machine at each institution for the selected Offeror's to utilize for administrative and clinical functions.
- n) Physical Plant Maintenance.

IV-6. TRANSITION.

- 1) **START-UP/IMPLEMENTATION.** Offeror must provide a separate projected, detailed transition plan for Lot 1 and Lot 2, outlining the implementation of services including a specific timeline for each function and responsibility.
- 2) **CONSULTS.** To assure continuity of services and a smooth transition, the DOC will submit to the selected Offeror beginning 45 days before the start of the contract, copies of consults being written. The selected Offeror will be responsible to review and approve or disapprove them. The selected Offeror will be issuing authorization numbers for consults that are approved and start scheduling them. A report shall be faxed to each SCI weekly on what has been scheduled so the process can be monitored.

IV-7. Technical Questionnaire. Offerors must complete and submit separately for each Lot of the RFP the Technical Questionnaire. The Technical Questionnaire contained in **Appendix B-1** of this RFP shall constitute the Technical Questionnaire for Lot 1. The Technical Questionnaire contained in **Appendix B-2** of this RFP shall constitute the Technical Questionnaire for Lot 2. The Technical Questionnaire must be submitted with its technical proposal for each Lot.

IV-8. Reports and Project Control. In addition to the reports as specified within the RFP, the selected Offeror will submit reports as requested by the institutions and BHCS.

IV-9. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to

Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

IV-10. Additional Contract Terms.

- 1) All references to a "Purchase Order" in the terms and conditions contained in **Part V** of the RFP shall be substituted with either the term Contract, or the phrase "formal written notice to proceed" as appropriate.
- 2) CONTRACT-003.1B Signatures – Contract (March 2007) contained in **Part V** of this RFP is replaced in its entirety with the following:

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 will be signed in counterparts. The Contractor shall signed the Contract "in ink" 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 second 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.

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

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

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

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2008)

The initial term of the Contract shall be 5 year(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-002.2g Renewal of Contract Term; Adjusted Prices - Custom (Oct 2006)

The Contract may be renewed for a maximum of five (5) additional 1-year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under same terms, covenants and conditions, provided, however, that the rates under the Contract will be adjusted to reflect inflation by applying the Consumer Price Index - All Urban Consumers-U.S. City Average for Medical Care Services based on the month in which the Contract became effective. 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 (March 2007)

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 (Dec 12 2006)

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-005.1a Purchase Orders (Feb 2007)

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

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

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

the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the 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 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 five thousand dollars (\$5,000) 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 2006)

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-010.2 Product Conformance (Oct 2006)

The Commonwealth reserves the right to require any and all Contractors to:

1. Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
2. Supply published manufacturer product documentation.
3. Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
4. Complete a survey/questionnaire relating to the bid requirements and specifications.
5. Provide customer references.
6. Provide a product demonstration at a location near Harrisburg or the using agency location.

V.16 CONTRACT-010.3 Rejected material not considered abandoned (Oct 2006)

The Commonwealth will have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Commonwealth shall have the right to demand, and upon demand, the Contractor shall be responsible for proper clean-up at all locations upon demand by the Commonwealth, the Commonwealth may set-off the costs for removal and clean-up from any payments due to the Contractor under this or any other Contract with the Commonwealth. This is in addition to all other rights to recover costs incurred by the Commonwealth.

V.17 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.18 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.19 CONTRACT-014.1 Post-Consumer Recycled Content (Dec 5 2006)

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 on the Department of General Services website at www.dgs.state.pa.us on the date of submission of the bid, proposal or contract offer.

V.20 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.21 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.22 CONTRACT-015.2 Billing Requirements (Dec 5 2006)

The Contractor shall include in all of its invoices the following minimum information:

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

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

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

V.23 CONTRACT-016.1 Payment (Oct 2006)

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

V.24 CONTRACT-016.2 ACH Payments (Aug 2007)

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

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

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

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit

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

V.29 CONTRACT-021.1 Default (Dec 12 2006)

- 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 insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;

- 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
 - c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
 - d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
 - f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

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

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

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the

Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2006)

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 for 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 Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2006)

- 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.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

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

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Aug 2010)

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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD -21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD -28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD -21 within the past 12 months may, within the 15 days, request an exemption from the Form STD -21 submission requirement from the contracting agency.

6. 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.

7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (March 2011)

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 procurement process.

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

1. 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 with the Commonwealth.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all

Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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 Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

- a. Approved in writing by the Commonwealth prior to its disclosure; or
- b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
- c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.

- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.

14. 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 it 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.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.

16. 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.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

(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.

e. "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.

f. "Immediate family" means a spouse and any unemancipated child.

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.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing,

to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

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

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

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472

FAX No: (717) 787-9138

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

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

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

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

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

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

V.41 CONTRACT-034.1a 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.42 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.43 CONTRACT-034.3 Controlling Terms and Conditions (July 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations from the Contractor shall be deemed to have been made pursuant to these terms and conditions. Other terms and conditions or additional terms and conditions on the Contractor's quotations, invoices, business forms, or other documentation shall be unenforceable and shall not be binding on the Commonwealth.

V.44 CONTRACT-035.1a Changes (Oct 2006)

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

V.45 CONTRACT-036.1 Background Checks (Feb 2008)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given 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 (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.46 CONTRACT-037.1a Confidentiality (Oct 2006)

- a. The Contractor agrees to guard the confidentiality of the Commonwealth with the same diligence with which it guards its own proprietary information. If the Contractor needs to disclose all or part of project materials to third parties to assist in the work or service performed for the Commonwealth, it may do so only if such third parties sign agreements containing substantially the same provisions as contained in this Section. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all confidentiality 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. 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.
- b. 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 from 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 the recipient by law, regulation, court order, or other legal process.
- c. 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.

V.47 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.48 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

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

V.49 CONTRACT-041.1 Disadvantaged Business Participation and Enterprise Zone Small Business Participation (Feb 2009)

The selected Contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture must perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within 10 workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

V.50 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.51 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.