REQUEST FOR PROPOSALS FOR

CORRECTIONAL MENTAL 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
6100024268

DATE OF ISSUANCE
February 7, 2013
REQUEST FOR PROPOSALS FOR
CORRECTIONAL MENTAL HEALTH CARE SERVICES

CALENDAR OF EVENTS ................................................................. iii

Part I—GENERAL INFORMATION ......................................................1

Part II—PROPOSAL REQUIREMENTS ...............................................10

Part III—CRITERIA FOR SELECTION ............................................16

Part IV—WORK STATEMENT ..........................................................21

Part V—STANDARD CONTRACT TERMS AND CONDITIONS ..............56

APPENDIX A – PROPOSAL COVER SHEET
APPENDIX B – COST SUBMITTAL FORM(S)
APPENDIX C – DOMESTIC WORKFORCE UTILIZATION CERTIFICATION
APPENDIX D – INMATE POPULATION BY INSTITUTION
APPENDIX E – NON-DISCLOSURE FORM
APPENDIX F – HIPAA BUSINESS ASSOCIATE AGREEMENT
APPENDIX G – CENTRALIZED CLEARANCE CHECK INFORMATION REQUEST
APPENDIX H – CURRENT CONTRACTED HOURS
APPENDIX I – MONTHLY PRODUCTIVITY REPORTS / HISTORICAL DATA
APPENDIX J – 13.1.1 DOC CREDENTIALING POLICY
APPENDIX K – 5.1.1 STAFF DEVELOPMENT & TRAINING POLICY
APPENDIX L – DAILY ADULT INTERACTIVE LEARNING EXPERIENCE (DAILE) PROGRAM
APPENDIX M – MHMR ROSTER 2012-11-26
APPENDIX N – 6.3.1 FACILITY SECURITY PROCEDURES MANUAL SECTION 33 RESTRAINTS*
APPENDIX O – CHAPTER 5320 REGS FOR INPATIENT FORENSIC PSYCHIATRIC PROGRAMS
APPENDIX P – INPATIENT FORENSIC PSYCHIATRIC HOSPITAL SURVEY (5320)
APPENDIX Q – ACT 102 PROHIBITION OF EXCESSIVE OT IN HEALTH CARE
APPENDIX R – CHAPTER 5333 REGS FOR INPATIENT FORENSIC PSYCHIATRIC HOSPITALS
APPENDIX S – INPATIENT FORENSIC PSYCHIATRIC HOSPITAL SURVEY (5333)
APPENDIX T – 13.2.1 DOC QUALITY IMPROVEMENT PLAN*
APPENDIX U – MENTAL HEALTH MANAGEMENT REVIEW/PEER REVIEW
APPENDIX V – 13.1.1 PEER REVIEW POLICY
APPENDIX W – SAMPLE MONTHLY REPORT FOR PSYCHOLOGICAL SERVICES
APPENDIX X – MHU-DAILE OCCUPIED BEDS CENSUS 2012
APPENDIX Y – 1.1.6 STUDENT INTERNSHIP AND PRACTICUM POLICY (SECTION 4)
APPENDIX Z – CURRENT DOC PSYCHOLOGY STAFFING COMPLEMENT
APPENDIX AA – LICENSED PSYCHOLOGIST MANAGER JOB SPECIFICATIONS
APPENDIX BB – LICENSED PSYCHOLOGIST JOB SPECIFICATIONS
APPENDIX CC – PSYCHOLOGICAL SERVICES SPECIALIST JOB SPECIFICATIONS
APPENDIX DD – PSYCHOLOGICAL SERVICES ASSOCIATE JOB SPECIFICATIONS
APPENDIX EE – UNION AGREEMENT
APPENDIX FF – CURRENT DOC PSYCHOLOGY STAFFING, SALARIES, AND BENEFITS

*APPENDIX IS CONFIDENTIAL AND WILL BE PROVIDED UPON ATTENDANCE TO MANDATORY PRE-PROPOSAL CONFERENCE AND ALL SITE VISITS, AS WELL AS RECEIPT OF COMPLETED NON-DISCLOSURE AGREEMENT.
CALENDAR OF EVENTS

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
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<tr>
<td>Deadline to submit Questions via email to Stephanie Fetter at <a href="mailto:sfetter@pa.gov">sfetter@pa.gov</a>.</td>
<td>Potential Offerors</td>
<td>2/19/2013</td>
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<tr>
<td>Pre-proposal Conference — MANDATORY</td>
<td>Issuing Office/Potential Offerors</td>
<td>02/26/2013 9:00 AM EST</td>
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<td>Deadline to submit additional Questions via email to Stephanie Fetter at <a href="mailto:sfetter@pa.gov">sfetter@pa.gov</a>.</td>
<td>Potential Offerors</td>
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<td>Answers to Potential Offeror questions posted to the DGS website (<a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a>) no later than this date.</td>
<td>Issuing Office</td>
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<td>Please monitor website for all communications regarding the RFP.</td>
<td>Potential Offerors</td>
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<td>Sealed proposal must be received by the Issuing Office at:</td>
<td>Offerors</td>
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<td>PA Department of General Services</td>
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<td>Bureau of Procurement</td>
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<td>Attn: Stephanie Fetter / RFP 6100024268</td>
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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 Mental 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 mental health care services across the Commonwealth for the Department of Corrections (DOC). This RFP is made up of two (2) Lots as described below. Within Lot 1, there are two (2) options. **Offerors must propose on all Lots/Options.** Offerors must submit a separate and complete proposal (technical, cost and disadvantaged business) for each Lot/Option. The Commonwealth reserves the right to evaluate and award either Lot 1-Option A, Lot 1-Option B, or Lot 2. Additional details are provided in **Part IV** of this RFP.

**LOT 1 –**

**Option A:** Mental health services as specified in **Part IV-5** for all correctional institutions, including psychiatric staff for all institutions and all mental health staff for the Mental Health Units ONLY.

**Option B:** Mental health services as specified in **Part IV-5** for all correctional institutions, including psychiatric staff for all institutions and all mental health staff for the Mental Health Units, PLUS psychology staff for all institutions as specified in **Part IV-6**.

**LOT 2 –** Comprehensive Offeror solution for mental health services and staffing for all correctional institutions including specialized housing units.

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 February 26, 2013, 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 DOC will conduct mandatory site visits to five (5) locations: SCI-Camp Hill, SCI-Rockview, SCI-Muncy, SCI-Waymart, and SCI-Graterford, 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 mental 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 6100024268 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. Provide eight (8) paper copies [one marked “Original”] of the Technical Submittal for each Lot. Provide one (1) paper copy of the Cost Submittal for each Lot/Option. Provide two (2) paper copies of the Small Diverse Business (SDB) participation submittal for each Lot/Option. In addition to the paper copies of the proposal, Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. 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 180 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. Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than $7 million in gross annual revenues for building design, $20 million in gross annual revenues for sales and services and $25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department’s directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: Searching for Small Diverse Businesses.

I-14. 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-15. **Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. **Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and 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-17. **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-18. **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. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).
I-19. **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 Small Diverse 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-20. **News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. **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-22. 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-5.K.

I-23. 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 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-24. Offeror’s Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.
6) 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 (4) 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.

7) 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.

8) 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.

9) 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.

10) 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.

11) 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.


1) 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.

2) 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-26. 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-27 of this RFP).
I-27. 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 (7) 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 (7) days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 PM EST on the seventh (7th) day.

I-28. 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-29. 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 ITBs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITBs. Notwithstanding the foregoing, if the Offeror believes that any ITB is not applicable to this procurement, it must list all such ITBs in its technical submittal, 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 ITB.
PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. 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 Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three (3)** separately sealed submittals:

A. Technical Submittal, which shall be a response to RFP Part II, Sections II-1 through II-8;

B. Small Diverse Business participation 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.

The Offeror’s proposal shall be written in a manner that each service requested in Part IV is addressed fully and in the order that the RFP is written. A full work plan description is required
and not just a restatement of the information listed in Part IV. The work plan must provide specific information detailing the overall statewide operations and providing for specific needs of each correctional facility.

II-4. Prior Experience. Include experience in providing Mental Health Care Services in an institutional setting. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Please list up to five contracts for which your company is presently under contract as the prime contractor to provide mental health care services in an institutional and/or correctional setting of a similar scope as provided in this RFP. 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 mental health services; 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 mental health contracts since 2003, 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 (10) 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, psychiatrists, psychologists, psychology staff, mental health workers, activity therapists, mental health social workers, certified registered nurse practitioners (CRNP), registered and licensed practical nurses, consultants, etc. 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 mental health care services for the central and regional management team. For key personnel such as the Statewide and Regional level administrative and clinical personnel, include the employee’s name and, through a resume or similar document, the Project personnel’s education and experience in correctional mental 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 Statewide Psychiatric Director who will serve as the point of contact, be responsible for, and have the authority to resolve issues that affect multiple institutions. The functions of the Statewide Psychiatric Director shall include, but not
limited to, oversight of all psychiatric care, 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 Statewide Psychiatric Director will collaborate with the Bureau of Health Care Services (BHCS) Chief of Clinical Services or the DOC’s designee in administering mental health care policies and clinical guidelines.

The Offeror must designate a **Mental Health Director** at each institution which has a mental health unit. Administrative functions include, but are not limited to: supervising other mental health care providers and specialty mental health care programs; conducting weekly status meetings with the Corrections Health Care Administrators (CHCAs); developing, implementing, and updating local mental health protocols; monitoring quality improvement, discharge planning following DOC clinical guidelines; consulting with DOC staff on specific treatments and overall care; participating in mental health care review meetings, and similar functions.

The Offeror must also designate an individual or individuals to serve as the point of contact (**Project Manager**), to be responsible for, and have the authority to resolve issues that affect mental health care delivery, and must be able to devote sufficient time to perform the administrative responsibilities necessary to delivery of services under this RFP. The Project Manager will be expected to initiate measures to assure that all services covered by this RFP are delivered in a timely manner consistent with good and acceptable mental health standards.

Administrative functions of the Project Manager include, but are not limited to: supervising psychiatrists, psychologists (for Lot 1-Option B and Lot 2), and certified nurse practitioners; conducting status meetings with the Corrections Health Care Administrators; providing guidance in the development, implementation, and updating of mental health treatment protocols; monitoring quality assurance, quality improvement, and utilization review activities following DOC clinical guidelines; consulting with DOC staff on specific treatments and overall care; and participating in mental health care review meetings and similar functions. The selected Offeror and BHCS staff will meet at least monthly to discuss mental health care issues.

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 subcontract with agencies for clinical personnel (such as, psychiatrists, psychologists, psychology staff, mental health workers, activity therapists, mental health social workers, CRNPs, registered and licensed practical nurses). Except for temporary personnel (such as temporary nurses and locum tenens clinicians), all clinical personnel must be employed directly by the selected Offeror. All subcontractors must be approved by both DGS and the DOC when substituting or adding new subcontractors.

**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-six (26) 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 (audited, if available) for the past three (3) fiscal years. 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. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. 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 of the RFP) 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 of the RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror’s, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Part V of the RFP. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Part V of the RFP or to other provisions of the RFP as specifically identified above.

II-9. **Small Diverse Business Participation Submittal.**

A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.

B. In addition to the above verification letter, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:
1) **All** Offerors 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.

2) **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 Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

   a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
   
   b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
   
   c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
   
   d) The location where each Small Diverse Business will perform services.
   
   e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
   
   f) A signed subcontract or letter of intent for each Small Diverse Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Diverse Business will perform and how the work, goods or services relates to the project.
   
   g) The name, address and telephone number of the primary contact person for each Small Diverse Business.

3) The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.

4) The name and telephone number of the Offeror’s project (contact) person for the Small Diverse Business information.

C. The Offeror is required to submit two (2) copies of its Small Diverse Business participation submittal for each Lot/Option. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

E. An Offeror that qualifies as a Small Diverse 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.
II-10. Cost Submittal. The Cost Submittal Worksheet contained in the list below shall constitute the Cost Submittal for each Lot/Option.

- Appendix B-1a   (Lot 1–Option A)
- Appendix B-1b   (Lot 1–Option B)
- Appendix B-2   (Lot 2)

Offerors shall complete and provide the respective Cost Submittal Worksheets for each Lot/Option of the RFP. The Cost Submittal Worksheet for each Lot/Option 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.

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 C 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 be:

   A. Timely received from an Offeror;
   
   B. Properly signed by the Offeror.

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, BSBO will evaluate the Small Diverse Business participation 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: Soundness of Approach, Personnel Qualifications, Offeror Qualifications and Understanding the Problem. The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

   B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 30% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.
C. Small Diverse Business Participation: BSBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as 20% of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1) A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.

2) To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.

3) A significant commitment is a minimum of five percent (5%) of the total contract value.

4) A commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime offerors will receive 150 points. In addition, SDB offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Additional subcontracting commitments to SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. See formula below.

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. See formula below.

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the
proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

\[
\frac{SDB \text{ % Being Scored}}{Highest \text{ % SDB Commitment}} \times \frac{Points/Additional}{Points Available^*} = \frac{Awarded/Additional}{SDB Points}
\]

*Priority Rank 1 = 50 Additional Points Available
*Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:
http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available 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. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124. 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.

III-6. Final Ranking and Award.

A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, BSBO’s final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.

C. The Issuing Office must select for contract negotiations the offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.
D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.
PART IV
WORK STATEMENT

IV-1. OBJECTIVES.

A. General. The Commonwealth of Pennsylvania is seeking to obtain a Contractor to provide Mental Health Care Services to the Pennsylvania Department of Corrections (DOC). The selected Offeror will be the primary provider of the mental health care services to the DOC’s inmates and shall have current or past experience in serving populations in correctional settings.

B. Specific. The selected Offeror will provide mental health care services that must, at a minimum, meet good and acceptable mental health standards. All mental health care services must also be consistent with any applicable DOC policies and protocols, as currently existing or subsequently revised, the PA Department of Public Welfare Office of Mental Health and Substance Abuse Services (OMHSAS), 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 mental health standards, then such good and acceptable mental health standard shall take precedence. If any applicable DOC policy or protocol establishes a higher standard of care than good and acceptable mental health standards, then such DOC policy or protocol shall take precedence.

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

1) Provide mental health care services at a standard of care consistent with community standards of care and all applicable Pennsylvania statutes and laws;

2) Provide all mental health care services to each institution in a manner approved by DOC and in compliance with applicable DOC policies;

3) To purchase and deliver mental health care services in a cost-efficient method consistent with other requirements of this RFP;

4) Develop strategies to minimize psychotropic medication and staffing cost increases during contract years;

5) Partner with the DOC and its other 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; and

6) Be fully cooperative with DOC and other health care providers to effectively treat medical and mental health disorders at a level consistent with community standards of care.
IV-2. NATURE AND SCOPE OF THE PROJECT. DOC currently has twenty-six (26) institutions throughout the Commonwealth with one (1) Forensic Treatment Center and three (3) Mental Health Units that house offenders under mental health commitments. 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 D, Inmate Population by Institution, 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, or provide additional or reduce programming and/or specialized units, 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 mental health units and/or specialized units.

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

DOC employees currently provide psychological services at all institutions.

If Lot 1–Option A is awarded, the selected Offeror will provide psychiatrists, and CRNPs at all institutions. In the mental health units, the selected Offeror will provide psychologists, mental health workers, activity therapists, mental health social workers, registered and licensed practical nurses, as specified in Part IV-5.

If Lot 1–Option B is awarded, the selected Offeror will provide psychiatrists, and CRNPs at all institutions. In the mental health units, the selected Offeror will provide, mental health workers, activity therapists, mental health social workers, registered and licensed practical nurses, as specified in Part IV-5. In addition, the selected Offeror will provide licensed psychologist managers, licensed psychologists, psychological services specialists, and psychological services associates at all institutions as specified in Part IV-6.

If Lot 2 is awarded, the selected Offeror will provide a comprehensive Offeror solution for mental health services and staffing for all institutions including specialized housing units.

IV-3. COLLABORATION. In addition to the mental health care services outlined in this RFP, DOC contracts with two other Contractors to provide other health care services.

A. Health Care Services. A medical health care company provides comprehensive medical services. The selected Offeror will collaborate fully with the medical health care Contractor in the management of patients, including but not limited to: 1) Consultation whenever needed for medical aspects or causes of mental illness; 2) Evaluation and management of adverse effects of psychopharmacologic management; and 3) 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.
The current medical provider is responsible to refer inmates to the mental health contractor immediately upon detecting a possible mental health need during the delivery of medical services. The medical provider is also 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.

B. Pharmaceutical Services. 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.

C. Collaboration Plan. 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-4. REQUIREMENTS.

A. Contractor Capabilities.

1) **Minimum corporate qualifications.** An Offeror shall have within the last three (3) years of the proposal submission, the following: 1. Three (3) years of experience in the delivery of mental health care; 2. Provided services to a minimum of six (6) correctional institutions at separate locations; 3. Cumulative of at least 10,000 inmates for all locations combined in a single year; and 4. At least one correctional institution with at least 1,000 inmates.

2) **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 ($1,000,000) aggregate per year, except for psychiatrist who are employees of the selected Offeror. The insurance shall be in the amount of one million dollars ($1,000,000) per incident and at least three million dollars ($3,000,000) aggregate per year for each psychiatrist. 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 psychiatrist 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.

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. **Bonding.** The selected Offeror shall obtain at the time of contract execution and maintain for the duration of this contract a performance bond in the amount of five million dollars ($5,000,000). 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.
C. 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 E 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.

D. 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 F of this RFP.

E. 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.

F. 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, including Prison Rape Elimination Act (PREA) convictions. Refer to Appendix G, 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 (3) 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. 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 with 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) and may be required to perform other duties as necessary to maintain DOC operations.

6) The selected Offeror will be responsible for notifying the Deputy Superintendent for Facility Management or his/her designee, of the need for inmate movement 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-5. LOT 1–OPTION A. The following identified tasks should be addressed by the Offeror in its Technical Submittal. Any requested plans should be submitted by the Offeror in its Technical Submittal.

A. GENERAL REQUIREMENTS.

1) The selected Offeror shall provide on-site psychiatric staff to make psychiatric observation cell rounds, Restricted Housing Unit (RHU) psychiatric rounds, individual and group psychiatric services, and provide emergency consultation to physicians, CRNPs, psychology and nursing staff.

2) Psychiatric services must be provided by board eligible or board certified psychiatrists who possess current and unrestricted Pennsylvania medical licenses and Drug Enforcement Agency (DEA) licenses. Psychiatric services can also be provided by Certified Registered Nurse Practitioners (CRNPs) who possess current Pennsylvania medical licenses and satisfy DOC policies and guidelines.

3) On-Site Offeror Hours. The Offeror shall provide their staff complement and the number of hours for psychiatrists, certified registered nurse practitioners, all mental health unit staff, clerical, and all other staff that will be provided on a weekly basis. The selected Offeror may propose a modified staff complement within each institution, provided the hours at the MHU and FTC are consistent with the Department of Public Welfare (DPW) Regulations. Any modification of
the staff complement cannot reduce the total hours at any institution below the total currently provided at that institution. Refer to current contracted hours for mental health staff in Appendix H of the RFP for informational purposes.

4) The selected Offeror shall provide an on-call psychiatrist or CRNP to ensure 24-hour coverage with telephone response being required within 20 minutes of notification call from the institution. A psychiatrist or CRNP shall determine whether his/her on-site presence is required, give verbal orders and a treatment plan to nursing staff. Individual psychiatric services may be provided by telemedicine. However, the selected Offeror must provide nursing staff to be present with the inmate during telemedicine encounters.

5) The DOC expects that selected Offeror’s staff who provide mental health care will be knowledgeable in the treatment of mental illness and other mental diseases, and will remain current in the treatment of these diseases. All offeror staff must communicate in clearly understood, spoken and legibly written English, while providing services in DOC facilities.

6) The selected Offeror must comply with the State Boards of Medicine, State Board of Psychology, Medical and Psychology 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). The selected Offeror may not employ staff who are prohibited from having contact with inmates under the Prison Rape Elimination Act (PREA) of 2003, 42 U.S.C. §§ 15601, et seq. and its implementing regulations 28 CFR §§ 115.5 et seq., including 28 CFR § 115.17.

7) The selected Offeror will be responsible to provide staff to schedule inmates for the psychiatric providers. The staff must utilize a scheduling tool which, at a minimum, must be a web-based application and track the inmate seen and the reason for visit. The selected Offeror must submit a Monthly Productivity Report electronically to the CHCA and the BHCS detailing the services provided per institution. Refer to Appendix I, Monthly Productivity Reports/Historical Data, for informational purposes.

8) The selected Offeror must provide necessary program information and program statistics on a statewide and institutional basis for the DOC to monitor performance in the format and frequency developed by BHCS.

B. 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 DOC’s role in the
hiring process and approving the transfer of psychiatrists and mental health directors from one SCI to another.

Provide vacancy, turnover and longevity rates for each job classifications for the past two (2) 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 must have the capability to provide a high level of productivity in complex clinical/correctional settings.

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 (Offeror nursing staff only), 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 Offeror staff is expected to report to work when other state agencies are closed for emergencies. In addition, all Offeror staff must utilize the DOC’s identity verification system.

C. CREDENTIALING. The Offeror will provide a plan for assuring that the appropriate and current credentials are maintained for all credentialed/licensed staff. 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 Appendix J, 13.1.1 DOC Credentialing Policy (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.

D. ORIENTATION, EDUCATION, AND TRAINING.

1) Orientation.

a) The Offeror will provide a plan to provide forty (40) hours of orientation within the first thirty (30) days on DOC policies, procedures, mental health protocols, and Quality Improvement (QI). The Offeror must include an orientation manual that will be utilized for mental health 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.

b) The selected Offeror will provide a written practices and procedures orientation manual (for any full time, part time, or locum tenens psychiatrist, or CRNP), which must be approved by the DOC BHCS.
2) **Continuing Education & Training.**

   a) The Offeror will provide a plan for continuing education and training for its psychiatrists, psychologists, mental health workers, activity therapists, mental health social workers, certified registered nurse practitioners (CRNP), and registered and licensed practical nurses on topics prescribed by the Offeror and the Bureau of Health Care Services (BHCS), including pharmacotherapeutics. DOC staff will be invited to attend such training at no additional cost to the DOC.

   b) DOC will reimburse the selected Offeror for off-site billable hours for licensed professionals up to twenty-four (24) hours per contract year for continuing education requested by the licensed professional.

   c) Documentation of training and continuing education credits will be kept in a personnel file and a copy will be given to the CHCA.

   d) The selected Offeror must establish a written practices and procedures plan for the supervision of all mental health staff (full and part-time, and locum tenens). The Offeror will provide a plan for periodic evaluation and verification of individual practitioners’ skills and, as necessary, for remediation of clinical deficiencies. This plan must be approved by the DOC BHCS.

   e) The selected Offeror will provide a plan for system-wide practice enhancement tools, such as decision support, triage support, and management protocols, including emergency protocols. This plan must be approved by the DOC BHCS.

3) The selected Offeror shall also assist the institutions in providing educational programs for mental health wellness 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.

4) **MHU.**

   a) The selected Offeror will also provide a separate comprehensive MHU plan for the orientation, education and training of all staff at MHUs. The MHU Orientation, Education, and Training Plan must be approved by the DOC BHCS Chief of Clinical Services or designee.

   b) The training component must be conducted at least quarterly and address all current standards of care for mental health commitments in accordance with the appropriate DOC and DPW regulations.

   c) The selected Offeror will provide a plan for the ongoing performance assessments, supervision, and monitoring of all nursing staff. This plan must be approved by the DOC BHCS Chief of Clinical Services or designee.
d) All Offeror nursing staff must be appropriately certified in first aid, CPR/BLS, and AED use, on an annual basis.

5) The DOC will provide training to all selected Offeror staff in accordance with Appendix K, 5.1.1 Staff Development and Training Policy.

E. PSYCHIATRY SERVICES. Offeror psychiatry staff will provide the following psychiatry services.

1) Receptions and Classifications.

   a) Inmates who are found to have current evidence or history of a serious mental illness or are currently taking psychotropic medication for a mental disorder will be assessed by Psychiatry within seventy-two (72) hours of their initial reception nurse screening and referral.

   b) Initial Psychiatric Evaluations will occur within fourteen (14) calendar days of an offender’s commitment to the DOC.

2) Scope of Outpatient Psychiatric Services.

   a) Evaluation of inmates, referred by medical or mental health staff, within time frames established by DOC policy, currently fourteen (14) days for routine cases and three (3) days for urgent cases.

   b) Twenty-four (24) hour on call coverage for psychiatric emergencies. Covering providers must respond by telephone within twenty (20) minutes of receiving notice and be on-site, if needed, within two hours. In most cases, the provider will determine whether his/her on-site presence is required, in consultation with DOC medical and security staff, and give verbal orders and treatment plan guidance to nursing staff. However, if requested by institutional staff or required by DOC policies, such as initial restraints assessments, the provider must provide on-site crisis intervention from onset through resolution phases. The selected Offeror will specify the procedures by which this twenty-four (24) hour coverage is provided and accessed; the procedures must be approved by the DOC Bureau of Health Care Services (BHCS).

3) SCI-Muncy DAILE Program. Provision of staffing and operation of the SCI-Muncy Daily Adult Interactive Learning Experience (DAILE) program (Refer to Appendix L of the RFP) to provide medical, psychological, psychiatric, social, vocational, and education opportunities, and drug and alcohol treatment for identified women inmates in a structured correctional setting. Housing for these inmates is generally in identified section of Special Needs Unit. Provision of staffing with weekly hours includes: social worker (40); RN (40); administrative assistant (40); and mental health worker (160).
4) **Individualized Treatment Plans.**

   a) Full participation in the Psychiatric Review Team (PRT) process of writing initial Individualized Treatment Plans (ITPs) for all inmates receiving psychiatric services within stipulated DOC policy time frames for an offender committed to the DOC and for arrival at the permanent facility. Full participation in the process of writing subsequent ITPs at least every 120 days for inmates on the PRT (Stability Level D) roster and at least annually for inmates on the active MH/MR (Stability Level C) roster. An offender having a “D” stability code indicates an offender with the most serious need for mental health services. An offender having a “C” stability code indicates that the offender has a mental health need and requires mental health services. Refer to **Appendix M, MHMR Roster**, for the number of inmates in each stability level.

   b) Participation in PRT meetings with other treatment staff to review the status and make recommendations (changes in medication, therapies, housing or job changes, etc. as requested by institutional staff), for emotionally, behaviorally, and cognitively unstable inmates.

   c) As stipulated by the ITP and DOC policy, psychiatry follow up at least every ninety (90) days (currently) for the ongoing assessment and treatment of inmates on the MH/MR (C) roster.

   d) As stipulated by the ITP and DOC policy, psychiatry follow up at least every thirty (30) days (currently) for the ongoing assessment and treatment of inmates on the PRT (D) roster.

5) **Special Housing Units.**

   a) Situational or periodic psychiatry assessment and treatment of inmates, as required by DOC policy and the scope, function, and security characteristics of specialized housing and custody units at the facility. These settings may include the:

   i.) **Special Observation Unit (SOU)** located at SCI-Camp Hill (20 beds) houses newly received offenders who appear to require more intensive monitoring, observation, and treatment due to mental illness and psychopharmacological prescription than can be offered in general population. Stays in this unit typically last no longer than two (2) weeks, and offenders are released to an appropriate general population housing unit in the diagnostic center once stabilization is achieved.

   ii.) **Special Assessment Units (SAU)** located at SCI-Camp Hill (7 beds) and SCI-Waymart (5 beds) are utilized to conduct extensive assessments for diagnostic clarity and specialized housing unit recommendations.
iii.) **Special Needs Units (SNU)** located at every SCI with the exception of Mercer, Chester, Laurel Highlands, and Quehanna Boot Camp. SNUs house mentally ill offenders and those who cannot function in a general population housing unit setting due to vulnerability issues related to intellectual deficit, physical deformities, etc. that could predispose them to being preyed upon by more predatory offenders.

iv.) **Special Management Units (SMU)** located at SCI-Camp Hill and SCI-Fayette for offenders who are not suffering from mental illness but whose demonstrated behavior presents a risk to staff and other offenders and the orderly running of the institution.

v.) **Security Threat Group Management Unit (STGMU)** located at SCI-Greene, a maximum-security housing unit, for offenders whose presence in general population poses a risk to staff and inmates due to their affiliation with STGs.

vi.) **Secure Special Needs Units (SSNU)** located at SCI-Muncy (10 beds), SCI-Pittsburgh (32 beds), SCI-Smithfield (17 beds), SCI-Graterford (15 beds), SCI-Retreat (8 beds), SCI-Frackville (8 beds) and SCI-Rockview (10 beds). These are secure diversionary mental health units (not under commitment) for mentally ill offenders who require a secure setting due to their behavior being problematic in less secure environments. The goal is to provide the offender the opportunity to progress through a five (5) phase program with the ultimate goal of modifying problematic behavior through twenty hours (10 structured and 10 unstructured) out of cell treatment activity to demonstrate they can function in a less secure setting in general population. Some offenders may not graduate and instead progress to lower phases, which meet their needs in the least restrictive environment possible.

vii.) **Mental Health Units (MHU)** located at SCI-Muncy (12 beds), SCI-Rockview (26 beds) and SCI-Graterford (18 beds) certified by Office of Mental Health and Substance Abuse Services (OMHSAS) and Department of Public Welfare (DPW) to provide primarily short-term inpatient mental health treatment to offenders under commitment.

viii.) **Forensic Treatment Center (FTC)** located at SCI-Waymart houses approximately ninety (90) offenders primarily under long-term commitment; similar to a psychiatric hospital.

ix.) **Intermediate Care Unit (ICU)** located at SCI-Waymart (50 beds), housing unit that provides treatment for inmates who no longer require inpatient care in the Forensic Treatment Center, but continue to show a need for continuing mental health care to deal with the
stressors of the general population in their permanent institution. The unit also takes temporary transfers from other institutions of inmates who have shown an inability to cope with institutional living due to their mental illness, but do not meet the commitment criteria for an MHU or FTC placement.

b) Treatment of inmates, as determined by the institution, at the location where the inmate is housed such as the RHU, administrative custody, special needs units, etc. Required weekly rounds in the RHU, and other specialized treatment and custody units, to interview/observe inmates with mental illness who are housed in those settings (actual living quarters as well as in private settings with security, as determined by facility staff). Consultation and documentation of recommendations on ways that other facility staff can closely monitor and prevent further mental health distress in these inmates. Offenders carried on stability level D roster will be offered out-of-cell contact in a private setting, at a minimum, every thirty (30) days. Offenders carried on stability level C roster will be offered out-of-cell contact in a private setting, at a minimum, every ninety (90) days.

c) Participation as required on facility management teams and admissions review committees, per DOC policy.

6) Psychiatric Observation Cell (POC). Assessment, admission, treatment, and discharge of inmates into and from POCs, in accordance with DOC policy.

7) Use of Restraints. The selected Offeror must adhere to the requirements in Appendix N, 6.3.1 Facility Security Procedures Manual (Section 33 Restraints), regarding evaluating and ordering psychiatric restraints.

8) Special Psychiatric Evaluations.

a) Evaluations within thirty (30) days of referral or as otherwise directed or requested per DOC policy, including but not limited to: parole; commutation; consultation-liaison; hepatitis C treatment; medical assistance and related applications; and placement on outside details.

b) Initial and follow up evaluations, including related case conferences, on inmates being considered for community re-entry and placement in mental health community corrections centers or similar facilities.

c) Evaluations of Guilty But Mentally Ill (GBMI) Category I and Category II inmates, in full accordance with specific DOC policy.

d) An inmate who has been continuously confined in a security level 5 housing unit for a year may be referred for an annual psychiatric evaluation addressing continued suitability for confinement in a level 5 housing unit.
e) Utilization of tele-psychiatry equipment, so as to conduct long distance evaluations, consultations, and case reviews, as agreed upon by communicating facilities.

i.) The selected Offeror will provide a plan for its utilization of tele-psychiatry (as described above), which must be approved by DOC BHCS Chief of Clinical Services or designee. When tele-psychiatry is utilized, the selected Offeror must provide a nurse to be present with the inmate.

ii.) Offeror’s plan will specify processes of prompt transmission of orders and progress notes from tele-psychiatry encounters.

9) Evaluations and Treatment.

a) Evaluations and treatments in accordance with current professional psychiatry guidelines and literature, as well as in accordance with specific applicable DOC policies.

b) Psychopharmacology practice in accordance with current professional psychiatry guidelines and literature, DOC policies, pharmaceutical formulary requirements, and psychiatry practice policies.

c) Weekly individual and group therapies for mentally ill inmates in special needs units. Coordination of psychotropic medication monitoring and compliance groups for select inmate populations.

10) Disciplinary Process. DOC staff (e.g. shift commander, hearing examiner, etc.) may contact mental health staff to obtain input regarding offender’s mental health status at any time during the disciplinary process.

11) Forensic Psychiatry.

a) Participation in scheduled and emergency Mental Health Hearings processes for consideration and petition of inmate inpatient and outpatient commitments.

b) Completion of requisite documentation for commitments.

12) Documentation.

a) All evaluations, progress notes, and other required documentation must be legible and completed in their entirety, including the date and military times, provider names block-stamped or printed, and be accompanied by signatures. Documentation must be submitted on standard DOC forms and formats as applicable and in full accordance with DOC policy.
b) All psychiatric evaluation reports must be typed.

c) As the DOC incorporates an electronic medical record (EMR), the selected Offeror will be responsible to participate in the development of mental health sections and their staff will be required to record all documentations in the EMR.

13) **Administration.**

   a) The selected Offeror will provide monthly statistics to DOC on clinical staff productivity in formats developed and approved by BHCS Director or designee.

   b) Scheduling of psychiatry hours in consultation with the facility CHCA/designee; schedules must be approved by the CHCA/designee. Any planned or urgent changes to a schedule, requested by the selected Offeror or facility psychiatry staff, must be reviewed by the CHCA/designee.

   c) The selected Offeror will be responsible to provide a web-based program to track and schedule the inmates to be seen by the clinicians. These schedulers will be provided access to the inmate scheduling system (call-out system).

14) **Meetings.**

   a) Full participation in any facility Clinical Review of Suicide or Suicide Attempt, or in any other aspect of a post-suicide assessment or meeting, as directed by the facility manager/designee.

   b) Full participation in the facility annual Mental Health Review Committee meeting

   c) Participation in all other facility meetings as directed by DOC policy, the facility manager/designee, the CHCA/designee, or the selected offeror.

15) **Consultant to Facility Management.** Serve as consultant to the facility manager and other staff on: clinical issues, institutional policies and procedures; DOC training; mental health emergency drills; mental health aspects of medical or other facility drills; hostage situations; Incident Command System disaster or emergency situations; and any other matters, as requested or directed by facility manager.

16) **Initiatives.** The DOC is considering creating a Behavioral Management Unit (BMU) to house approximately twenty (20) male inmates. This unit will house severe personality disordered inmates that manifest episodes of psychosis or depression that results in significant functional impairment involving acts of self-harm or other behaviors that have seriously adverse effects on life or mental or physical health. Such acts could include but are not limited to the following:
hanging, self-strangulation, asphyxiation, cutting, self-mutilation, ingestion of foreign bodies, insertion of foreign bodies, head banging, jumping, and biting. The selected Offeror will be expected to consult, collaborate and work in concert with the DOC to develop a BMU.

In addition, the DOC is considering the creation of new programming for mentally-ill inmates housed in the DOC, particularly incentive-based programming on diversionary housing units where target behavior is rewarded with external incentives. The selected Offeror will be expected to consult, collaborate and work in concert with the DOC in the creation of new programming.

The DOC is considering developing a mental health classification system that might increase the numbers of identified, mentally-ill inmates, as well as a system for the tracking of those inmates throughout the DOC. These systems may result in increases in staff time. The selected Offeror will be expected to consult, collaborate and assist the DOC in the development of such classification and tracking systems.

The DOC is also considering the greater use of outpatient settings for inmates who are subject to involuntary treatment under the Pennsylvania Mental Health Procedures Act (MHPA). This will involve the transfer of inmates subject to involuntary treatment between outpatient and inpatient settings. The selected Offeror will be expected to consult, collaborate and assist the DOC in obtaining commitments authorizing involuntary treatment and transfers to outpatients setting, and in conducting such transfers.

In connection with commitment and involuntary treatment under MHPA, the DOC is considering greater use of commitment and involuntary treatment for mentally-ill inmates who are unable to care for himself/herself due to neglect. The selected Offeror will be expected to consult, collaborate and assist the DOC in vigorously presenting cases for commitment and involuntary treatment in such instances.

In addition, the DOC is considering greater involvement of mental health treatment staff when mentally-ill inmates are subject to the disciplinary process. The selected Offeror will be expected to provide input through all phases of the disciplinary process for mentally-ill inmates including, but not limited to, opining on whether infractions are based on mental illness or are volitional.
F. INPATIENT MENTAL HEALTH UNITS. The selected Offeror will provide all mental health staff and resources to operate inpatient forensic mental health units (MHU) in the following institutions: SCI-Muncy (12 beds); SCI-Graterford (18 beds); and SCI-Rockview (26 beds). MHUs provide emergency and short-term mental health care to inmates under voluntary admission or involuntary commitment. The MHU is certified annually for operation by the Pennsylvania Department of Public Welfare Office of Mental Health and Substance Abuse Services (OMHSAS) under Chapter 5320, “Draft Rules and Regulations for Inpatient Forensic Psychiatric Programs” and must also comply with the guidelines and policies established by the DOC and ACA. Refer to Appendices O and P of the RFP.

1) Psychiatry duties and responsibilities will include all those enumerated under IV-5.E, “Psychiatry Services” above.

2) In order to meet all current standards for mental health care in the community and be in compliance with the Mental Health Procedures Act, the selected Offeror will provide the following services:

   a) MHU Staffing.

      i.) Sufficient staffing, at a minimum, to meet the requirements for the above DPW Regulation, Chapter 5320. A minimum of one (1) hour per bed per week on-site psychiatry time; 24 hours, seven-days/week on-call coverage; 24 hours, seven days/week RN coverage; and recreational therapeutic activities are required.

      ii.) Sufficient staffing to ensure the required level of coverage for all staff positions. The Offeror provides its own clerical staff and services. The Offeror provides coverage for all staff positions when regular staff is on leave or no longer present due to resignation or termination.

   b) MHU Operations.

      i.) Nursing care for inmates in the mental health units. The selected Offeror will propose scope of practice for mental health nurses, to be reviewed and approved by the BHCS Chief of Clinical Services or designee. The selected Offeror also ensures that required medical-surgical nursing care for inmates who must remain in the MHU is accomplished with effective collaboration between the facility Medical Director, MHU Director, MHU Director of Nursing (DON), Registered Nurse Supervisor (RNS), and their respective staffs, under the direction of the CHCA. Refer to Appendix Q, Act 102 Prohibition of Excessive OT in Health Care of the RFP.

      ii.) Maintenance of all outpatient and inpatient inmates’ mental health treatment records and ensuring these accompany the inmate upon discharge from the MHU. Offeror staff will utilize the current DOC-directed diagnostic codes system in a multi-axial format and current
GAF score, from: the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, Text Revised (DSM-IV-TR or current version); or the International Classification of Diseases, Ninth Edition, Modified (ICD-9-M). Offeror staff will use existing DOC medical/treatment records forms and procedures. Any additional forms will be reviewed and must be approved by the DOC prior to their implementation in the mental health units.

iii.) Clinical screening of all admissions to the MHU for alcohol and other drug problems in collaboration with facility alcohol and other drug treatment programs staff to ensure that appropriate treatment is provided during inpatient stays and that continuity of care upon discharge is accomplished.

iv.) Twenty-four (24) hour on-call coverage for psychiatric emergencies. Covering providers must respond by telephone within twenty (20) minutes of receiving notice and be on-site, if needed, within two (2) hours. In most cases, the psychiatrist/CRNP will determine whether his/her on-site presence is required, in consultation with DOC medical and security staff. Verbal orders and other guidance may be given to on-site nursing staff. However, if requested by institutional staff or governed by specific policies such as initial and follow up restraints assessments, s/he must provide on-site crisis intervention from onset through resolution phases.

v.) Timely and necessary consultation and collaboration with facility health care staff for all medical, surgical, and dental needs of MHU inpatients.

vi.) Cooperation with facility administrative and management operations and research efforts.

vii.) Full compliance with DOC policies regarding MHU Security.

c) MHU Discharge Planning.

i.) A complete written discharge summary followed by a separately dictated, typed discharge summary, provided to the referring or receiving institution within time frames after discharge as stipulated by DOC policy (currently 72 hours and 30 days, respectively). Discharge summaries will include diagnostic codes from either the DSM-IV-TR (or current version) or the ICD-9-M, as described in 2.b. ii above.

ii.) Coordinated continuity of care for MHU inpatients discharged to outpatient status within the local facility or to another referring facility. This includes necessary scheduled outpatient psychiatry, psychology, and other health care appointments, through pre-discharge meetings and communications with appropriate mental health care, health care, custody, and others at the receiving outpatient program. Face-to-face
meetings are preferred when the discharge is to the same facility. Teleconferences will be utilized for the above when the discharge is to another facility. Immediately upon discharge from the MHU, routine and emergency mental health care for the inmate becomes the responsibility of the receiving facility outpatient mental health care staff.

iii.) Planning, arrangement, and coordination of further admissions or commitments of MHU inpatients to the Forensic Treatment Center at SCI Waymart or to other Mental Health facilities outside of the DOC.

iv.) Coordination with DOC and other state or local agencies to ensure that necessary pre-discharge planning and necessary preparation is accomplished for inpatients who upon discharge, leave the prison environment and enter the community on former inmate, parole, or community corrections center status.

d) MHU Inspections and Audits. Sufficient preparation for and full participation in reviews, inspections, and audits as requested, and responsibility for the completion of responses to critiques as well as corrective plans of action for any identified deficiencies.

G. FORENSIC TREATMENT CENTER. The selected Offeror will provide psychiatry services for the 90-bed inpatient Forensic Treatment Center (FTC) in operation at SCI-Waymart. The 90-bed forensic unit is a long-term care forensic psychiatric hospital with two (2) admission units, and 1 chronic care unit. The length of stay for an inmate in the FTC can be from seventy-two (72) hours to indefinite. Inmates with chronic serious mental illness are usually referred to these units from Mental Health Units (MHUs). The FTC is certified annually for operation by the Pennsylvania Department of Public Welfare Office of Mental Health and Substance Abuse Services (OMHSAS) under Chapter 5333 and must also comply with the guidelines and policies established by the DOC and ACA. Refer to Appendices R and S of the RFP.

1) Psychiatry duties and responsibilities will include all those enumerated under IV-5.E “Psychiatry Services” above.

2) In order to meet all current standards for mental health care in the community and be in compliance with the Mental Health Procedures Act, the selected Offeror will provide the following services:

a) FTC Staffing.

i.) Sufficient staffing, at a minimum, to meet the requirements for the above DPW Regulation, Chapter 5333.

ii.) Sufficient staffing to ensure the required level of coverage for all psychiatry staff positions. The selected Offeror will provide locum tenens services for all psychiatry staff positions when regular staff is on leave or no longer present due to resignation or termination.
iii.) The selected Offeror must designate one (1) psychiatrist who will also serve as SCI-Waymart Director of Psychiatry, with oversight and responsibility for all psychiatry services provided to the FTC, ICU, SAU, and the General Population at SCI-Waymart. The Director of Psychiatry will participate as a member of the facility Quality Improvement Committee, as required by DOC QI policy.

iv.) The Psychiatrist/CRNP will serve as a Team Leader for each of the three (3) 30-bed units. The team consists of a psychologist, social worker, psychiatric nurse, recreational activities therapist, and security staff as team members.

v.) Psychiatrist/CRNP 24-hour on-call coverage for psychiatric emergencies within the entire facility (FTC, ICU, SAU, General Population at SCI-Waymart). All SCI-Waymart psychiatrists/CRNPs share rotated coverage schedule. Covering providers must respond by telephone within twenty (20) minutes of receiving notice and be on-site, if needed, within two (2) hours. In most cases, the provider will determine whether his/her on-site presence is required, in consultation with DOC medical and security staff. Verbal orders and other guidance may be given to on-site nursing staff. However, if requested by institutional staff or required by DOC policies, such as initial restraints assessments, the provider must provide on-site crisis intervention from onset through resolution phases.

b) FTC Discharge Planning.

i.) A complete written discharge summary followed by a separately dictated, typed discharge summary, provided to the referring or receiving institution within time frames after discharge as stipulated by DOC policy (currently 72 hours and 30 days, respectively). Discharge summaries will include diagnostic codes from either the DSM-IV-TR (or current version) or the ICD-9-M.

ii.) Coordinated continuity of care for FTC inpatients discharged to outpatient status within the local facility or to another referring facility. This includes necessary scheduled outpatient psychiatry, psychology, and other health care appointments, through pre-discharge meetings and communications with appropriate mental health care, health care, custody, and others at the receiving outpatient program. Face-to-face meetings are preferred when the discharge is to the same facility. Teleconferences will be utilized for the above when the discharge is to another facility. Immediately upon discharge from the FTC, routine and emergency mental health care for the inmate becomes the responsibility of the receiving facility outpatient mental health care staff.
iii.) Coordination with DOC and other state or local agencies to ensure that necessary pre-discharge planning and necessary preparation is accomplished for inpatients who upon discharge, leave the prison environment and enter the community on former inmate, parole, or community corrections center status.

c) FTC Inspections and Audits. Sufficient preparation for and full participation in reviews, inspections, and audits as requested, and responsibility for the completion of responses to critiques as well as corrective plans of action for any identified deficiencies.

H. COMMUNITY RE-ENTRY/DISCHARGE PLANNING. The Offeror’s mental health staff will participate in all mental health areas of the DOC’s re-entry initiative. This will include, but not be limited to, the evaluation of the inmate and assistance with the completion of all state and federal entitlement applications for Medicare/Medicaid, Public Assistance, Social Security and Veterans Administration benefits.

The Offeror’s mental health staff will assist with discharge planning and continuity of care efforts for mentally 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.

I. 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 medical contractors in maintaining the Quality Improvement Program. The selected Offeror will participate actively on the local and Statewide Quality Improvement Committee. The selected Offeror will participate in monthly QI meetings at each institution. The selected Offeror in conjunction with DOC must designate a psychiatrist at each institution to serve on the Quality Improvement Committee.

The Offeror must develop a comprehensive QI Plan. This plan must be approved by the DOC Chief of Psychiatry. Offeror staff, in collaboration with BHCS QI staff, will accomplish the selected monitors and surveys, from concept to completion and reporting. The Chief of Psychiatry will have supervisory and editorial oversight over the total accomplishment of the plan. All Offeror psychiatry staff shall participate fully, as required, in any assigned QI projects.

The selected Offeror will be required to participate in each institution’s annual Mental Health Management Review/Peer Review. Refer to Appendix U, Mental Health Management Review/Peer 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-10 for failure to implement the corrective action plan.
J. PEER REVIEW. The Offeror will provide a plan to conduct peer reviews of health care professionals, as necessary. The selected Offeror must comply with DOC Peer Review Appendix V, 13.1.1 Peer Review Policy (Section 12). The selected Offeror must have a peer review program approved by the BHCS. The BHCS will be notified of all peer review actions and the results of the peer review process will be shared with the BHCS. The Director of the BHCS and the Clinical Director of DOC will review the peer review report and develop, with the selected Offeror, a plan of action to correct the peer review deficiencies. For Lot 1-Option B, the selected Offeror will be required to include peer review of the Licensed Psychologist Manager(s).

K. DOC RESPONSIBILITIES. Services supplied by the DOC will include:

1) Security.

2) For Lot 1-Option A, Chief psychologists, mental health coordinators, counselors, and other psychology staff (except to mental health units).

3) On-site institutional training (primarily on security issues except as provided by selected Offeror).

4) Nursing (except in-patient MHU).

5) Medical Records Staff (except in-patient MHU).


7) All costs related to psychological assessment materials.

8) Therapeutic Mental Health Supplies for inmates (e.g. therapeutic equipment, ambulatory restraints, and any other DOC approved item).

9) Telephones (selected Offeror is responsible for toll calls and special line charges including facsimile equipment).

10) Internal/External DOC E-mail access, as applicable.

11) One facsimile and one copy machine at each institution for administrative functions.

L. LINES OF AUTHORITY AND COMMUNICATION.

1) The facility manager (Superintendent) is the ultimate authority and is fully responsible for all aspects of daily operations. Deputy Superintendents convey this authority downward. The Correctional Health Care Administrator (CHCA)/designee is responsible for all aspects of health care delivered at the facility and reports to the Deputy Superintendent for Centralized Services. Offeror psychiatry staff shall report to the CHCA/designee for all health care and operational matters, although they report separately to the selected Offeror.
2) The selected Offeror will communicate directly with the CHCA/designee all aspects of psychiatry staff schedules, vacancies, back-fill with other Offeror staff during unexpected or planned local, and emergency coverage schedules. Local psychiatry staff will communicate directly with the CHCA/designee about any work, schedule, or coverage issues, while at the same time communicating with the selected Offeror. Scheduling of Offeror staff will be done in consultation with facility staff and must be approved by the CHCA.

3) The psychiatrist and licensed psychologist manager or designee will work closely in areas of mutual concern.

4) The Offeror Statewide Psychiatric Director and the DOC Chief of Psychiatry will work closely together in areas of mutual concern.

M. DATA MANAGEMENT/AUTOMATION. It is the intent of the DOC to continue to expand, and refine data collection for analysis, trending, and tracking purposes, which will enhance the health care delivery system. The selected Offeror will be required to participate and link to the DOC automated systems. The selected Offeror may be required to provide data necessary to complete the Health Services Monthly Statistical Report and any additional statistical data as necessary. Refer to Appendix W for Sample Monthly Report for Psychological Services. Refer to Appendix X, MHU-DAILE Occupied Beds Census 2012 for informational purposes.

The selected Offeror will also be responsible to participate in gathering outcome data measurements for this program and any other future programs the DOC and selected Offeror develops.

N. PARTICIPATION IN TASK FORCE AND COMMITTEE MEETINGS. Offeror staff will be required to participate in task force and committee meetings for the DOC. These meetings will count as off-site billable hours for staff who normally work at the institution.

O. ADDITIONAL PROVISIONS.

1) The selected Offeror must consult the Chief of Clinical Services or DOC designee for input and recommendations, before the selected Offeror hires, dismisses, or permanently changes a location of a psychiatrist, and/or mental health director.

2) Implementation of the new mental health care services contract may result in the reorganization of services and the opening, closing or transfer of specialized 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.

3) 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 mental health 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 mental illness claimed to have been suffered by inmates. The selected Offeror and its staff will also be responsible for assisting with grievance reviews. The selected Offeror may request approval for off-site billable hours for testifying in court.

4) The Offeror staff must fully cooperate in any internal investigations.

5) The selected Offeror shall notify the Director of the BHCS or designee whenever an agent, affiliate, independent contractor or sub-contractor or any person performing services under this Agreement is asked to testify or provide an opinion or evidence in any litigation involving the DOC, its staff or any inmate.

6) The selected Offeror shall be available to supervise college and graduate level students performing an approved internship at an institution. This supervision shall be in accordance with Appendix Y, 1.1.6 Student Internship and Practicum Policy (Section 4).

IV-6. LOT 1–OPTION B. The following identified tasks should be addressed by the Offeror in its Technical Submittal. Any requested plans should be submitted by the Offeror in its Technical Submittal.

A. Lot 1 – Option A services as described in Part IV-5 are incorporated by reference as if fully listed here and shall be provided by the selected Offeror. Your proposal for providing Lot 1 – Option A services described in Part IV-5 is incorporated by reference as if fully listed here.

B. Psychology Staffing. The selected Offeror shall provide psychology staffing for all 26 institutions based on the exact hours and number of staff positions (Refer to Appendix Z, Current DOC Psychology Staffing Complement) for DOC psychology staff comprised of, but not limited to, licensed psychologist manager (LPM), licensed psychologists (LP), psychological services specialists (PSS), and psychological services associates (PSA) for all institutions. The selected Offeror’s psychology staff must comply with the job specifications, including minimum experience and training requirements as indicated in Appendices AA, BB, CC, and DD of this RFP. The Offeror may consider existing DOC staff when hiring their staffing complement. Appendix EE, Union Agreement and Appendix FF, Current DOC Psychology Staffing, Salaries, and Benefits are attached to this RFP for informational purposes.
1) **General Requirements.**

   a) The Offeror must provide the staffing plan/pattern for each institution based on a full complement, including hours and number of staff positions for psychology staff.

   b) Submit a plan for transition and implementation of psychology staff.

   c) Provide your vacancy rates in contracts that you are providing psychology staff, and what strategies are employed to decrease the vacancy rate.

2) **Psychology Services.** The selected Offeror must provide psychology services in accordance with DOC Policy 13.8.1, including but not limited to the following.

   a) At the time of the offender’s initial classification, psychology staff is responsible for administering designated psychological testing, conducting a clinical interview and completing a Pennsylvania Risk Assessment to determine the best permanent facility for the offender to be assigned. Psychology staff may be required to administer a Wechsler Individual Intelligence Scale, along with a measure of adaptive behavior at the permanent institution to determine the offender’s IQ and intellectual deficiency.

   b) The functions of the psychology staff at permanent facilities are to provide diagnostic, therapeutic, mental health and consultative services. This includes evaluating and offenders for in-patient commitment, making arrangements for petitions and hearings if appropriate, and tracking and monitoring inmates upon their return to the permanent SCI.

   c) Respond to referrals from staff, which is mainly written, to provide input via report for outside clearance, parole, commutation, and other referral questions where psychology could provide input.

   d) Offenders referred for mental health treatment will receive a comprehensive evaluation by psychology staff. This evaluation is to be completed in fourteen (14) days of the referral request date and include at least the following:

      i.) Review of mental health screening and appraisal data

      ii.) Direct observations of behavior

      iii.) Collection and review of additional data from individual diagnostic interviews and tests assessing personality, intellect, and coping abilities

      iv.) Compilation of the individuals mental health history

      v.) Development and overall treatment/management plan with appropriate referral to include transfer to a mental health facility for
offenders whose psychiatric needs exceed the treatment capability of the facility.

e) Psychology staff screens all incoming inmates at permanent facilities for mental health needs, housing concerns, and Prison Rape Elimination Act issues in regard to victimization and consider SNU housing and suicide risk.

f) Psychology staff interview all referrals for assessment of mental health treatment needs before making a referral to the psychiatry provider and documents the contact on the referral and contact note.

g) Each institution has a psychology staff member designated as a Mental Health Coordinator (MHC) who handles coordinating treatment for inmates, arranging mental health commitments, tracking mental health commitments, and crisis intervention services. All psychology staff is expected to be able to perform these duties.

h) Psychology staff is expected to provide individual counseling as needed and provide a minimum of four (4) hours per week of group treatment. Usually this consists of sex offender treatment and its required documentation but other mental health related groups could be facilitated. Psychology staff also utilizes the Static-99 to measure and gauge an offender’s risk to reoffend in a sexual nature for program placement.

i) Psychology staff create and update brief crisis intervention plan for staff to use in dealing with mentally ill offenders, shoot and update videos for introducing psychology staff and suicide prevention videos to be shown to offenders on the dedicated inmate station.

j) Contact with inmates and updating of Individual Treatment Plans (ITP) is dictated by mental health roster status. Stability level C and D inmates are to be seen monthly by psychology and have Individual Treatment Plans updated every year for C code inmates (unless they are housed on the SNU then it is every 120 days) and every 120 days for D code inmates. Psychology staff interview D roster inmates or SNU inmates within one day when notified of psychiatric medication non-compliance and document this contact.

k) The licensed psychologist manager (LPM) chairs the Psychiatric Review Team (PRT). All other psychology staff attends and actively participates.

l) Psychology staff is involved in the preparation of transfer treatment plans for offenders transferred temporarily to MHUs, SSNUs, FTCs, SAUs, ICUs or outside hospitals and for anticipated release for C and D roster offenders to aid in re-entry with outside agencies.
m) Psychological services must be provided in Restricted Housing Units consistent with the offender’s mental health stability level, including out-of-cell contacts, periodic evaluations, and screening for suicide potential and mental health deterioration. Anyone continuously confined in the RHU for a year will have a psychological evaluation completed. Psychology staff shall also make recommendation to Program Review Committee (PRC) for early release on half time eligibility date and evaluate offenders for placement in specialized housing units particularly to divert the mentally ill from spending extended periods of time in segregation.

n) Psychiatric Observation Cells (POC) – when an offender is psychiatrically admitted to a POC, psychology staff shall make joint rounds with the psychiatrist/PCRN. Appropriate documentation in Subjective Objective Assessment and Plan (SOAP) format is required.

o) Hunger Strikes – once an offender is documented to have missed nine (9) consecutive meals, psychology staff must interview daily and explain the effects of not eating and try to convince the offender to begin eating.

p) The Licensed Psychologist Manager chairs the committee for clinical reviews of completed suicides and serious suicide attempts as determined by the facility manager. The LPM is responsible for writing the clinical review report.

q) Prison Rape Elimination Act Duties – if an offender makes an allegation of victimization, psychology staff must obtain informed consent from the victim and perpetrator and interview and assess both. These assessments should continue for ninety (90) days following the incident to monitor adjustment, trauma sequale, and evaluate for psychiatric referral.

r) Licensed Psychologist Manager actively participates in a peer review that takes place during the annual mental health services audit each year.

s) All psychology staff is expected to be involved in training other staff and consult with staff when required, (e.g. training DOC contact staff in suicide prevention).

t) During emergencies psychology staff may be required to pack and deliver meals or perform other duties as assigned.

C. Specialized Teams. Candidates are selected through an application and interview process.

1) A minimum of one (1) psychology staff is required to participate in each institution’s hostage negotiation team (HNT) and/or a regional HNT.
2) Psychology staff may be required to participate in other teams, such as Critical Incident Stress Management Team (CISM).

D. Special Needs Units. Psychology staff must provide twenty (20) hours per week of treatment for every seventy-five (75) offenders residing within the Special Needs Units.

E. Training.

1) The DOC currently provides a 2-day Suicide Prevention Instructor Training for psychology staff. All trained psychology staff should provide annual training in suicide prevention to contact staff members.

2) The DOC currently provides for all psychology staff, a 3-day training in cognitive behavioral sex offender group therapy to prepare for administration of sex offender groups.

3) The DOC currently provides for all psychology staff, a 4-day training in Critical Incident Stress Management (CISM).

4) Upon selection for HNT (local or regional teams), the DOC currently provides forty (40) hours of initial basic HNT training, as well as ongoing, mandatory training.

5) The DOC will provide all of the above-referenced training, including materials to the selected Offeror psychology staff. However the selected Offeror is responsible for all travel, subsistence, and lodging costs.

6) The DOC may require additional training as needed.

F. Recruitment. In addition to the requirements contained in Part IV-5.B, the recruitment plan must focus on and detail the recruitment efforts for Licensed Psychologists and Licensed Psychology Managers. Describe the DOC’s role in the hiring process and approving the transfer of psychology staff from one SCI to another.

G. Peer Review. In addition to the requirements contained in Part IV-5.J, the licensed psychologist managers chairs and convenes an annual mental health services review committee.

H. Lines of Authority and Communication. In addition to the requirements contained in Part IV-5.N, the DOC will designate the institutional contact person for the selected Offeror’s psychology staff.

I. Additional Provisions. In addition to the requirements contained in Part IV-5.O, the selected Offeror must consult the Chief of Clinical Services or designee for DOC for input and recommendations, before the selected Offeror hires, dismisses, or permanently changes a location of a Licensed Psychologist Manager and Licensed Psychologist.
IV-7. LOT 2. The Offeror must provide a comprehensive solution for mental health services and staffing for all correctional institutions including specialized housing units in accordance with the scope of services and requirements of this RFP.

A. General Requirements.

1) Offeror must provide a detailed staffing plan/pattern for all shifts, including weekdays, weekends, and holidays.

   a) The Offeror has the flexibility to propose a staffing complement (hours, staff position, schedule, etc.) that differs from the current DOC model; however, the Offeror must include within its complement, a staff position(s) with the education and training to perform the duties of the Licensed Psychology Manager. The Offeror may consider existing DOC staff when hiring their staffing complement.

   b) The DOC reserves the right to adjust the Offeror’s proposed staffing complement during the BAFO phase of the RFP process, if conducted.

2) Submit a plan for transition and implementation of mental health staff.

3) Provide your vacancy rates in contracts that you are providing mental health staff, and what strategies are employed to decrease the vacancy rate.

4) The parameters for your mental health services model must addresses, at a minimum, the following:

   a) Recruitment

   b) Credentialing

   c) Orientation, Education, and Training

   d) Mental Health Services

      i.) Screening on intake
      ii.) Outpatient services for the detection, diagnosis, and treatment of mental illness
      iii.) Crisis intervention and the management of acute psychiatric episodes
      iv.) Stabilization of the mentally ill and the prevention of psychiatric deterioration
      v.) Elective therapy services and preventive treatment where resources permit
vi.) Provision for the referral and admission to mental health facilities for offenders whose psychiatric needs exceed the treatment capability of the facility

vii.) Procedures for obtaining and documenting informed consent

e) Special Housing Units

f) Community Re-entry, Discharge Planning and Continuity of Care.

g) Quality Improvement

h) Peer Review

IV-8. TRANSITION. Offeror must ensure a smooth transition to meet the facilities and staffing requirements of the RFP. The selected Offeror shall be afforded up to a ninety (90) day period to develop and implement services. Offeror must provide a separate projected, detailed transition plan for each Lot/Option. Include a Program Evaluation and Review Technique (“PERT”) or similar display, time related, showing each event.

IV-9. INVOICES AND PAYMENTS. 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 (45) 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.

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.
IV-10. SERVICE LEVEL AGREEMENTS. 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.

1) **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 be at or above 90% of the total statewide hours of each position category hours as reflected in the current staffing plan across all sites, as applicable to Lot 1 (Option A and B); or as reflected in the selected Offeror’s proposed staffing plan across all sites, as applicable to Lot 2.

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%-100% 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 Psychiatrist, CRNP, RN, LPN, Mental Health Unit Director, (as applicable to Lot 1-Option B: Licensed Psychologist Manager, Licensed Psychologists, Psychological Services Specialists, and Psychological Services Associate) categories, DOC may assess liquidated damages in the amount of 150% of the hourly rate by position.

For purposes of calculating the 90%, 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.

2) **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 fourth (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 thirty (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. After an instance where the selected Offeror fails to provide at least 85% of the staffing plan hours by category position, if the selected Offeror provides at least 85% of the staffing plan hours for twelve (12) consecutive months, the next failure to provide at least 85% of the staffing plan hours by category position will be considered to be a new first (1st) occurrence.

The eight (8) 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 (3) 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 (30) minute meal period if they work six (6) 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 (14) 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 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.

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 mental health 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 Psychiatrist, 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 Psychiatrist.

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.

IV-11. ADJUSTMENTS TO STAFFING HOURS AND CLASSIFICATIONS.

A. All required staffing hours may be adjusted quarterly beginning on the first (1st) day of the fourth (4th) 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.

B. 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 and/or the opening or closing of a housing unit.

C. 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 fourteen (14) calendar days of receipt detailing the adjustment to the required staffing hours.

D. 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. The DOC will not approve new classifications that will result in additional compensation for services already contracted. It is the responsibility of the selected Offeror to correct these situations as its own cost in accordance with its contractual responsibilities.

E. During the quarter, the selected Offeror may, with the prior approval of the DOC, substitute CRNP staffing hours for psychiatrist staffing hours. The selected Offeror must, in its monthly invoicing statement(s), note these staffing substitutions and invoice appropriately.

IV-12. 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/or BHCS.

IV-13. ADDITIONAL CONTRACT TERMS. All references to a “Purchase Order” in the terms and conditions contained in Part V of the RFP shall be substituted with the term Contract, or the phrase “formal written notice to proceed” as appropriate.
PART V

STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

The initial term of the Contract shall be five (5) years.

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-002.3 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.4 CONTRACT-003.1b Signatures – Contract (March 2007)

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.5 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.6 CONTRACT-005.1b Agency Purchase Orders (Dec 12 2006)**

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

Purchase Orders 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.
The Commonwealth and the Contractor specifically agree as follows:

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

B. The parties agree that no writing shall be required in order to make the 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 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.7 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.8 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.9 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.10 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.11 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.12 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.13 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 moneys 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.14 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.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)


V.16 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.17 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.18 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.19 CONTRACT-015.2 Billing Requirements (February 2012)

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

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- 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.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 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.28 CONTRACT-023.1a Termination Provisions (Dec 2012)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons.

Termination shall be effective upon written notice to the Contractor.
A. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

B. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

C. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under 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.29 CONTRACT-024.1 Contract Controversies (Oct 2011)

A. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

B. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by
consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

C. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.30 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.31 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.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (July 2012)

The Contractor agrees:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 Small Business Opportunities (BSBO), 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.

F. 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.

G. 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.33 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:

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

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

C. 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.

D. 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.
E. 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.

F. 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.

G. 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.

H. 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.

I. 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:

1) Approved in writing by the Commonwealth prior to its disclosure; or

2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

4) Necessary for purposes of Contractor’s internal assessment and review; or

5) 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
6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

7) Otherwise required by law.

J. 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:

1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

2) 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:
   a) obtaining;
   b) attempting to obtain; or
   c) 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.

3) Violation of federal or state antitrust statutes.

4) Violation of any federal or state law regulating campaign contributions.

5) Violation of any federal or state environmental law.

6) 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.

7) 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.

8) Violation of any federal or state law prohibiting discrimination in employment.

9) Debarment by any agency or department of the federal government or by any other state.
10) 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.

K. 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:

1) 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

2) 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

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

1) “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 an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

2) “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.

3) “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.

4) “Financial interest” means:
   a) Ownership of more than a five percent interest in any business; or
   b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5) “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.

6) “Immediate family” means a spouse and any unemancipated child.

7) “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.

8) “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.34 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.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.35 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.36 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.37 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.38 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.39 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.40 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

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

V.41 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.42 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.43 CONTRACT-037.1a Confidentiality (February 2012)

A. The Contractor agrees to guard the confidentiality of the Commonwealth’s confidential information 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.44 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.45 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.46 CONTRACT-041.1 Small Diverse Business Participation (July 2012)

The selected contractor’s commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

Small Diverse Business subcontractors must perform at least 50% of the subcontracted work. If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse 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 BSBO 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 Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation 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 SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

V.47 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.48 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.