

COMMONWEALTH TRAVEL AND SUBSISTENCE RATES

I. GENERAL POLICY

Contractors shall be entitled to receive reimbursement for out-of-pocket expenses incurred in the performance of their duties within the prescribed maximums only when such expenses are provided for in contractor's Budget (Appendix C), and any subsequent amendments thereto. During the Agreement term **Transportation** (section II below) and **Subsistence** (section IV below) reimbursement rates shall be in accordance with the current Commonwealth transportation and subsistence reimbursement rates at the time the expense is incurred as set forth in the applicable Commonwealth Management Directive or other official Commonwealth notification and as posted on the Department's website at the following internet address:

http://www.dsf.health.state.pa.us/health/lib/health/financial/Current_Travel_and_Subistence_Rates.doc. The Department will notify the Contractor by letter of the amount of any subsequent increase or decrease in the Commonwealth transportation and subsistence reimbursement rates and the effective date of any such increase or decrease. Should the Commonwealth's transportation and subsistence rates increase during the contract term, the Contractor may submit a budget revision to the Department to move existing funds from one budget category to another to cover these costs. Budget revisions must be in accordance with the Payment Provisions (Appendix B). **Lodging** reimbursement rates shall be in accordance with section III below.

Maximums established herein are not flat allowances and only amounts actually expended may be claimed. Contractors will not be eligible for reimbursement of meals or lodging when furnished by the Commonwealth without charge or when furnished free by friends, relatives, or any other source. Meals or lodging which are provided at no cost cannot be billed to the Commonwealth.

Contractors traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise.

II. TRANSPORTATION

A. First Class Accommodations

Charges for first class accommodations on an airline or railroad will not be reimbursed.

B. Car Rentals

Use of rental cars will only be allowed when a private vehicle or public means of transportation is not available. All such expenses must be justified. Itemized receipts are required for rental cars, for gas and/or emergency repairs.

Collision Damage Waiver insurance will be reimbursed. Liability insurance supplemental, personal accident insurance, safe trip insurance, and personal effects coverage ARE NOT reimbursable.

C. Local Transportation

The use of taxicab in lieu of an airport limousine is allowable only when airport limousine service is not available or when the taxicab is less expensive.

Cash paid for local taxi, bus, streetcar, and subway fares, and the like, is reimbursable and no receipts will be required, unless the amount is \$15.00 or more.

Parking charges, either lot or meter, in reasonable amounts, as well as toll road, toll bridges, and ferry charges, are reimbursable to Contractors on Contract assignments. Reasonable charges for parking an automobile at an airline, bus or railroad terminal, or

other parking area while away from residence or headquarters on official business will be allowable. Receipts must be submitted.

D. Mileage Allowance

The mileage allowance shall be in accordance with the current Commonwealth transportation rate in effect at the time the expense is incurred as set forth in the applicable Commonwealth Management Directive or other official Commonwealth notification and as posted on the Department's website at the following internet address: http://www.dsf.health.state.pa.us/health/lib/health/financial/Current_Travel_and_Subsistence_Rates.doc. Only mileage incurred by the Contractor's employees driving their personal vehicle shall be reimbursed. Travel cost will only be allowed in the performance of this contract when a travel line item provides for such cost in the contract's budget. The Contractor may not bill for gasoline, only mileage.

E. Air Travel

The use of special lower fare airline tickets, such as supersavers, 30-day advance bookings, and senior citizen discounts, etc, is recommended when this type of ticket is practical and there is significant cost savings to the Commonwealth.

Cancellation fees resulting from the Commonwealth's decision to cancel a trip will be paid by the Commonwealth. Cancellation fees resulting from the Contractor's decision to cancel a trip will be the responsibility of the Contractor and not billable to the Commonwealth unless approved by the Department's Project Officer.

F. Baggage Handling

Reimbursement is allowable for baggage handling and gratuities when using public transportation or conveniences (e.g. taxi air porter services, or airport/rail curbside check-in), or when using a lodging facility that has portering (e.g. bell person) services, rather than a facility where travelers are expected to carry their own luggage. The gratuity for baggage handling is limited to \$1.50 per piece. Gratuities for baggage storage, as needed (e.g. between appointments or between hotels and meeting places) will be reimbursed at actual cost.

G. Fines

Parking fines or moving vehicle violation fines are not reimbursable.

III. LODGING

A. General

Lodging costs will only be allowed in the performance of this contract when a travel line item provides for such costs in the contract's budget.

Hotel charges will not be reimbursed if the Contractor is negligent in canceling reservations in accordance with the hotel's policy.

Lodging rate allowances are not flat allowances. Contractors will only be reimbursed for actual expenses incurred. Copies of hotel receipts must be provided with the invoice submitted to the Department.

In those instances when lodging cannot be secured within the established lodging rate allowance (See paragraph B, below), Contractors may exceed the allowance if written justification is provided to the Project Officer at the Department. Contractor must contact three hotels to receive price quotes. Written documentation of the solicitation of three bids must be provided with the invoice submitted to the Department for payment.

Lodging rate allowances may be exceeded when a Contractor must stay at a specific lodging facility where the Contractor's presence is required by the nature of the official business (e.g. location of conference, training course, convention). A written explanation must be provided on the invoice submitted to the Department for payment.

B. Lodging Rate Allowances

Lodging costs are limited to \$75.00 (plus tax) per night except when lodging within the cities of Philadelphia or Pittsburgh. Within the cities of Philadelphia and Pittsburgh, lodging costs are limited to \$100.00 (plus tax) per night.

IV. SUBSISTENCE

A. General

Subsistence allowances are not flat allowances and only amounts actually expended may be claimed. Subsistence receipts must be submitted with the request for reimbursement. Reimbursement for alcoholic beverages is prohibited.

B. Overnight Travel

Reimbursement for meals and other subsistence expenses for each 24 hour period spent in continuous overnight travel status is allowed in accordance with the current Commonwealth subsistence rate in effect at the time the expense is incurred as set forth in the applicable Commonwealth Management Directive or other official Commonwealth notification and as posted on the Department's website at the following internet address: http://www.dsf.health.state.pa.us/health/lib/health/financial/Current_Travel_and_Subistence_Rates.doc. The 24 hour period begins at any time of day or night that the Contractor leaves headquarters or residence on official business.

Reimbursement for meals and other subsistence expenses for overnight travel that is not part of a full 24 hour period is allowed in accordance with the current Commonwealth subsistence rate in effect at the time the expense is incurred as set forth in the applicable Commonwealth Management Directive or other official Commonwealth notification and as posted on the Department's website at the following internet address: http://www.dsf.health.state.pa.us/health/lib/health/financial/Current_Travel_and_Subistence_Rates.doc.

C. Non-overnight Travel

No subsistence payments will be made for non-overnight travel unless a contractor is on a travel assignment that takes the contractor 50 miles or more from both residence and headquarters and the contractor works more than 2 hours past scheduled quitting time with or without prior notice. Reimbursed in such cases will be made in accordance with the current Commonwealth subsistence rate in effect at the time the expense is incurred as set forth in the applicable Commonwealth Management or other official Commonwealth notification and as posted on the Department's website at the following internet address:

http://www.dsf.health.state.pa.us/health/lib/health/financial/Current_Travel_and_Subistence_Rates.doc.

V. DOCUMENTATION

Itemized receipts for all travel and subsistence must be on file to support reimbursement. Itemized receipts and an explanation must be submitted with invoices for every item of expense \$15.00 or more.

MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS

In accordance with the Department's Bureau of Information Technology standards:

1. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph 4 below.
2. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 33A of the incorporated document entitled, "Standard General Terms and Conditions" (Grant Agreement) or Paragraph 25A of the incorporated document entitled, "Additional Contract Terms and Conditions" (Contract Agreement).
3. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract's termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department's discretion.
4. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:

Pentium 2.33 gigahertz (GHz) processor or faster
2 gigabytes (GB) of RAM
160 Gigabyte (GB) hard drive
256 megabyte (MG) graphic card
22" Flat Panel monitor
16x DVD+/-RW
Intel 100 Mbps Network Interface Card
Windows keyboard
Laser mouse
Speakers
Windows XP Professional SP3

5. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
6. Contractor shall keep all Personal Computer Operating Systems and third (3rd) Party Personal Computer Software patched with manufacturer recommended critical security patches.
7. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Bulletins for Security at:

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

8. Personal Computers under this contract that connect with Commonwealth Information Technology systems or that may during their lifecycles connect with those systems must comply with applicable standards published by the Commonwealth in their Information Technology Bulletins (ITBs) which can be found at the following location:

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

If there is a need to deviate from these standards/policies, Contractor seeking a waiver must contact the Project Officer.

RIGHT TO KNOW LAW – CONTRACT PROVISIONS
(Form # 8-K-1532)

- 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.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employe of any agency, a member of Congress, an officer or employe of Congress, or an employe of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. Grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ <i>(if known)</i> Congressional District, <i>if known</i> : _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individual Performing Services (including address if different from 10a) (last name, first name, MI)	
11 Information requested through this form is authorized by title 31 U.S.C., section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX L
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

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

I, _____ [title] of _____ [name of Contractor] a
_____ [place of incorporation] corporation or other legal entity, ("Contractor") located at

[address], having a Social Security or Federal Identification Number of _____, do hereby
certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

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

OR

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

[Use additional sheets if necessary]

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

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

APPENDIX N
RFP# 67-1**CONTRACTOR INTEGRITY PROVISIONS**

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest

is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

- (1) obtaining;
- (2) attempting to obtain; or
- (3) performing a public contract or subcontract.

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

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

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

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the *4 Pa. Code §7.153(b)*, shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR RESPONSIBILITY PROVISIONS

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

**COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE APPENDIX****Health Insurance Portability and Accountability Act (HIPAA) Compliance**

WHEREAS, the Pennsylvania Department of Health (Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5, the HIPAA Privacy Rule (Privacy Rule) modifying 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), modifying 45 CFR Parts 160, 162 and 164.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement, and the standards established by HIPAA and the Privacy Rule.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- a. **"Business Associate"** shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 CFR §160.103.
- b. **"Breach"** shall have the meaning given to such term under Privacy and Security Rules, including but not limited to 42 USCS § 17921 and 45 CFR Part 164.
- c. **"Covered Entity"** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.
- d. **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. **"HITECH"** shall mean the Health Information Technology for Economic and Clinical Health Act part of the American Recovery and Reinvestment Act, Public Law 111-5.
- f. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
- g. **"Protected Health Information"** or **"PHI"** means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.
- h. **"Security Rule"** shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.
- i. **"Unsecured PHI"** shall have the same meaning given to such term under Privacy and Security Rules including but not limited to 42 USCS § 17932 and 45 CFR Part 164.
- j. Terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.

2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or

services for, or on behalf of, Covered Entity which are specified in this contract's Appendix A (Statement of Work), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Business Associate shall also abide by the privacy provisions of 45 CFR § 164.502(e) related to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17934.

3. **Additional Purposes For Which Business Associate May Use Or Disclose Information.** Business Associate may not use or disclose PHI provided by, or created or obtained on behalf of Covered Entity for any other purposes.
4. **Business Associate Obligations:**
 - a. **Limits On Use And Further Disclosure Established By Appendix And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Appendix or as required by law.
 - b. **Appropriate Safeguards.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Appendix. Appropriate safeguards shall include implementing administrative safeguards required by 45 CFR § 164.308, physical safe guards as required by 45 CFR § 164.310, technical safeguards as required by 45 CFR § 164.312, and policies and procedures and document requirements as required by 45 CFR § 164.316, that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by 42 USC § 17931(a). Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services as required by 42 USCS § 17931(c).
 - c. **Reports Of Improper Use Or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Department's Project Officer and the Department's Legal Office within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Appendix or of any Breach. Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been , accessed, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
 - d. **Reports Of Security Incidents.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate hereby agrees that it shall report to the Department's Project Officer within two (2) days of discovery any security incident of which it becomes aware.
 - e. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix.
 - f. **Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity or an authorized individual in accordance with HIPAA or HITECH requirements. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate

shall notify Covered Entity of same within five (5) business days. Business associate shall further conform with and meet all of the requirements of 45 CFR §164.524 and for electronic medical records 42 USCS § 17935(e).

- g. **Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR §164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within five (5) business days.
- h. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528 and for disclosures of electronic health records in accordance with 42 USCS § 17935(c) and regulations hereinafter promulgated thereto. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within ten (10) business days of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528 and for an accounting of disclosures of electronic health records in accordance with 42 USCS § 164.528 and 17935(c) and any regulations hereinafter promulgated thereto.
- i. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- j. **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- k. **Encryption of PHI.** Business Associate shall encrypt, or use other more effective and appropriate technical safeguards as published annually by the Secretary of the Department of Health and Human Services as required by 42 USCS § 17931, all PHI maintained, stored or transmitted in electronic medium.
- l. **Maintenance of PHI.** Notwithstanding section 4(j) of this Appendix, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under section 4(h) of this Appendix for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- m. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Appendix or the Privacy Rule. 45 CFR §164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix or the Privacy Rule.
- n. **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the Privacy Rule.

- o. **Application of Civil and Criminal Penalties.** The Social Security Act sections 1176 and 1177 (42 USC 1320d-5 and 1320d-6) shall apply to Business Associate's violation of any security provision contained in 42 USCS § 17931(a), also referenced above in Section 4.b. of this agreement.
- p. **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR Part 164. In the event that Business Associate discovers a Breach, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 42 USCS § 17932 and regulations promulgated thereto on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 42 USCS § 17932 and regulations promulgated thereto, Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option: 1) offset amounts otherwise due and payable to Business Associate under this Contract; or 2) seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this paragraph, Business Associate shall make payment to Covered Entity (or a third party as applicable) within thirty (30) days from the date of Covered Entity's written notice to Business Associate.
- q. **Grounds For Breach.** Any non-compliance by Business Associate with this Appendix or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- r. **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Appendix.
- s. **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Appendix, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Appendix and applicable law.
- t. **Privacy Practices.** The Department will provide and Business Associate shall immediately begin using and/or distributing to clients any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this Agreement, or as otherwise designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. The version of the Department's Notice of Privacy Practices current at the time of execution of this Agreement is Attachment 1 to this Business Associate Appendix.
- u. **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of HIPAA or HITECH. Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of Business Associate's Breach or other violation of HIPAA or HITECH.
- v. **Policies and Training.** Business Associate will implement policies and procedures designed to comply with the Breach notification regulations of the HITECH Act. Business Associate will train all members of its workforce on its policies and procedures with respect to protected health information as necessary and appropriate for workforce members to carry out the functions required by this contract.

5. Obligations of Covered Entity:

- a. **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520 (Attachment 1 to this Business Associate Appendix), as well as changes to such notice.
- b. **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522 or is required under 42 USCS § 17935 , to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



**COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HEALTH (DOH)
NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION**

What Is This Notice For? **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY.**

What Do We Do To Keep Your Health Information Private?

Keeping your health information private is one of our most important responsibilities. We are committed to protecting your health information and following all laws regarding the use of your health information. You have the right to discuss your concerns about how your health information is shared. The law under the Health Insurance Portability and Accountability Act (HIPAA) says:

1. We must keep your health information from others who do not need to know it.
 2. We must make this Notice available to you, and may only use and share your health information as explained in this Notice.
-

Who May Use And See My Health Information?

Commonwealth employees, such as program administrators, may use or share your health information for treatment, payment, and healthcare operations.

Treatment: We may use or share your health information for treatment. For example, we may use health information we receive from a health care provider who has seen you, to ensure that you are referred for further needed treatment.

Payment: We may use or share your health information in order to ensure that health services you have received through our programs are paid for. For example, we may exchange information about you with another government agency, or a health care provider who has provided you with health services.

Healthcare Operations: We may use and share your health information in order to manage our programs and to make sure that they serve you well. For example, we may review your health information and share it with other Commonwealth agencies that must also keep your health information private.

What If The Commonwealth Wants To Use or Share My Health Information For Other Reasons?

You will be asked to sign a separate form, called an authorization form, allowing your health information to be used or shared other than for treatment, payment or business operations. The authorization form limits what health information may be used or sent, and says where and to whom the information may be sent. You can cancel the authorization at any time by letting us know in writing.

What If I Want My Health Information Sent Somewhere Else?

You may tell us that you want your health information to be sent somewhere else. We will again ask you to sign an authorization form. You may be charged for the cost of the copies and sending them.

If we have HIV or substance abuse information about you, we cannot release it without a special signed, written authorization from you that complies with the laws governing HIV or substance abuse records. Certain other laws that we must comply with may require us to follow the special requirements of those laws in addition to HIPAA.

May I See My Health Information?

You may see your health information by making a request in writing to the HIPAA Contact Office, Department of Health, 7th Floor East, Health & Welfare Building, Harrisburg, PA 17108. You may copy your health information. You may be charged for the cost of the copies.

You may not see the private notes taken by a mental health provider, health information compiled as part of a legal case, or in other limited circumstances. In some cases, if we deny your request to see your health information, you may request a review of the denial.

What Other Rights Do I have With Regard To My Health Information?

If you think some of your health information is wrong, you may ask that corrected or new information be added by making a request in writing to the HIPAA Contact Office, Department of Health, 7th Floor East, Health & Welfare Building, Harrisburg, PA 17108. You must state why you think the correction or new information is necessary. We do not have to make the requested amendment. If we do, you may ask that the corrected or new information be sent to others who have received your health information from us.

You can get a list of where we shared your health information for the last 6 years, beginning on April 14, 2003, unless it was shared for treatment, payment, or healthcare operations. If you ask for more than one list a year, you may be charged for the cost of providing the list.

You may request that the Department communicate with you in a certain way or at a certain location. For example, you can ask that we only contact you by mail or phone, or at an address or phone number other than at your home.

Could My Health Information Be Used or Released Without My Authorization?

We follow laws that tell us when we have to share health information, even if you do not sign an authorization form. We will use or release your health information:

1. For public health reasons, including to prevent or control disease or injury; or report births or deaths, suspected abuse or neglect, reactions to medications or problems with certain health-related products.
2. To prevent serious threats to your health or safety or that of another person or the public.
3. To help health oversight agencies monitor the health care system, government programs, and compliance with civil rights laws, including for audits, investigations, inspections, or licensing purposes.
4. If a court orders us to, or if we receive a subpoena and receive certain assurances from the person seeking the information.
5. To law enforcement officials, if we receive a proper request and the request meets all other legal requirements.
6. To coroners, medical examiners or funeral directors, in order to help identify a deceased person, determine the cause of death, or perform other legally authorized duties.
7. To organ procurement organizations, if you are an organ donor or as legally required.
8. For health-related research that meets applicable legal requirements.
9. To military authorities, if you were or are a member of the armed forces and the request is made by appropriate military command authorities.
10. To authorized federal officials for national security purposes.
11. To Workers Compensation for work-related injuries.
12. To other government benefit programs in order to coordinate or improve administration and management of the programs.
13. To family or others involved in your treatment or financial affairs, if you have indicated that we can do so or if we can reasonably infer that you do not object.
14. As otherwise required by law.

When Is This Notice Effective?

This Notice went into effect on April 14, 2003.

May I Have A Copy of This Notice?

If you ask for a paper copy of this Notice, we must give you one. We reserve the right to change this Notice, and to apply the new practices to all of your health information, including information we received before the Notice was changed. If we change this Notice and you are still in our Program, we will send you a new one within 60 days or upon request. You are entitled to the most current copy of the Notice. You can also find the most current notice at <http://www.health.state.pa.us>

Complaints? Questions?

If you have questions or feel your privacy rights have been violated, you can ask questions or complain by writing to or calling the HIPAA Contact Office, Department of Health, 7th Floor East, Health and Welfare Bldg. Harrisburg, PA 17108. Phone (717) 787-7262.

You can also complain to the federal government, Secretary of Health and Human Services, by writing to: U.S. Department of Health & Human Services, Office for Civil Rights, 150 S. Independence Mall West - Suite 372, Philadelphia, PA. 19106-3499.

Will It Make Trouble For Me If I Complain?

Your services will not be affected by any complaint made to the Department Privacy Officer, Secretary of Health and Human Services or Office of Civil Rights.

**PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
Comprehensive Cancer Control Section
RFP# 67-1**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

DOH Administrator Training Manual

URL: <http://pcen.ischool.drexel.edu.rfp.acentry>

For Username and Password: Contact Donna Flickinger,
Pennsylvania Cancer Education Network at donflickin@state.pa.us

1. Session Management

Home | Sessions Management | User Account Management | Data Reports

Session Management

Multiple Sessions

Session ID	Session Name	Questionnaire
06Q_20060610102113	Edit Add new sessions Sessions Sessions View session analysis	2
200_2006061312002453	Edit Add new sessions Sessions Sessions View session analysis	2
06Q_2006042012002180	Edit Add new sessions Sessions Sessions View session analysis	2
06Q_2006051612102144	Edit Add new sessions Sessions Sessions View session analysis	2

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3. Unique identifier for educator: [Dropdown menu] (The field will be populated automatically from question 24 session)

4. Date: [Date picker] (mm/dd/yyyy) 5. Time presentation began: [Time picker] (hh:mm) 6. Time presentation ended: [Time picker] (hh:mm)

7. Number of participants who sign in sheet: [Text input field] (numeric)

8. Number of pre-test/post-test forms: [Text input field] (numeric)

Save Cancel

After logged in, go to **session management** page.

Click **Edit** to modify presentation log form.

- 1.1 Edit session information**
Administrator can change the field value of question 7 and 8
Go back to session management.

2. Educator Management

Educator Management	
Add New Educator	
Name	Created by
Allen, Regina	pkharris
Barnard, Mike	ksuther
Chowdhury, Arni	pkharris
Deedri, Jaso	pkharris
	Action
	<input type="button" value="edit"/>
	<input type="button" value="add"/>
	<input type="button" value="delete"/>
	<input type="button" value="edit"/>

From 1.3, go back to session management then go to **educator management** page

2.1 Edit educator information

Click **edit** button

Educator Profile Information	
First name:	<input type="text" value="Regina"/>
M.I.:	<input type="text"/>
Last name:	<input type="text" value="Allen"/>
Network Health District/County Municipal/CPC	
Select the one response that best applies to your organization.	
Health District	County Municipal
<input checked="" type="radio"/> Northeast	<input type="radio"/> Allegheny
<input type="radio"/> Southeast	<input type="radio"/> Allegheny
<input type="radio"/> North Central	<input type="radio"/> Baltimore
<input type="radio"/> South Central	<input type="radio"/> Chester
<input type="radio"/> Northwest	<input type="radio"/> Erie
<input type="radio"/> Southwest	<input type="radio"/> Montgomery
	<input type="radio"/> Philadelphia
	<input type="radio"/> Wilkes Barre
	<input type="radio"/> York
	CPC
	<input type="radio"/> Northeast District
	<input type="radio"/> South Central District

3. User Account Management

User Account Management

Address Link

Username Created By Created Date Setting

zack	Super	2007-11-10	<input type="checkbox"/> Data Enterer <input type="checkbox"/> Manager <input type="checkbox"/> Consultant	<input type="checkbox"/> Statistics <input type="checkbox"/> Data Export <input type="checkbox"/> Session Manager	<input type="checkbox"/> Settings <input type="checkbox"/> Add New User <input type="checkbox"/> Add New Role
agoodhall	Super	2008-05-26	<input type="checkbox"/> Data Enterer <input type="checkbox"/> Manager <input type="checkbox"/> Consultant	<input type="checkbox"/> Statistics <input type="checkbox"/> Data Export <input type="checkbox"/> Session Manager	<input type="checkbox"/> Settings <input type="checkbox"/> Add New User <input type="checkbox"/> Add New Role

User Account Management

Account valid until

Roles:

<input type="checkbox"/> Data Enterer <input type="checkbox"/> Manager <input type="checkbox"/> Consultant <input type="checkbox"/> Session Manager <input type="checkbox"/> Data Export	<input type="checkbox"/> Statistics <input type="checkbox"/> Data Export <input type="checkbox"/> Session Manager
--	---

Location:

<input type="checkbox"/> North East District <input type="checkbox"/> Midlands <input type="checkbox"/> North Central <input type="checkbox"/> North West <input type="checkbox"/> South Central District <input type="checkbox"/> South East <input type="checkbox"/> South West <input type="checkbox"/> Yorkshire & the Humber <input type="checkbox"/> Yorkshire & the Humber <input type="checkbox"/> Yorkshire & the Humber	<input type="checkbox"/> North East District <input type="checkbox"/> Midlands <input type="checkbox"/> North Central <input type="checkbox"/> North West <input type="checkbox"/> South Central District <input type="checkbox"/> South East <input type="checkbox"/> South West <input type="checkbox"/> Yorkshire & the Humber <input type="checkbox"/> Yorkshire & the Humber <input type="checkbox"/> Yorkshire & the Humber
--	--

Account valid until

Created By Created Date Setting

zack Super 2007-11-10

Data Enterer
 Manager
 Consultant

Statistics
 Data Export
 Session Manager

Settings
 Add New User
 Add New Role

From 2.1, go back to educator management then go to **user account management** page

3.1 Add new user

- Click **Add New User** link
- Account valid until: Can be any value. Right now for a typical data enterer created in 2008, the account expires on June 30, 2009 (valid for one year).
- Roles:
 - For data enterer, select **Data Enterer**. Every data enterer will also have **Session Manager** role to manage his/her own sessions.
 - For user manager, select **Manager**

Edit User Account Information

First name: Paulson
Last name: Adamson@pa

Network: Health District/County Huntspay/CPC

Select the one/region that best applies to your organization.

Health District	County Huntspay	CPC
<input type="checkbox"/> Annapolis	<input type="checkbox"/> Allegheny	<input type="checkbox"/> Northeast District
<input type="checkbox"/> Baltimore	<input type="checkbox"/> Allegheny	<input type="checkbox"/> South Central District
<input type="checkbox"/> North Central	<input type="checkbox"/> Baltimore	
<input type="checkbox"/> South Central	<input type="checkbox"/> Chester	
<input type="checkbox"/> Northwest	<input type="checkbox"/> Erie	
<input type="checkbox"/> Southwest	<input type="checkbox"/> Montgomery	
	<input type="checkbox"/> Philadelphia	
	<input type="checkbox"/> Worka Errors	
	<input type="checkbox"/> York	

- ### 3.2 Change Location
- Click Change Location button

User Account Management

Add New User

Username	Created At/created Date	Setting
ask	2007-11-10	<p>Account valid with <input type="checkbox"/> 123pccndx/123pccndx</p> <p><input type="checkbox"/> Data Entry <input type="checkbox"/> Manager <input type="checkbox"/> Statistics</p> <p><input type="checkbox"/> Checker <input type="checkbox"/> Session Manager <input type="checkbox"/> Data Export</p> <p><input type="checkbox"/> Manager <input type="checkbox"/> Filter <input type="checkbox"/> Password <input type="checkbox"/> Password</p> <p>Do you want to make account inactive? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="button" value="Cancel"/></p> <p><input type="button" value="Save"/> <input type="button" value="Change Location"/> <input type="button" value="Delete"/> <input type="button" value="Reset Password"/></p>
agordshall	2008-08-26	<p>Account valid with <input type="checkbox"/> 123pccndx/123pccndx</p> <p><input type="checkbox"/> Data Entry <input type="checkbox"/> Manager <input type="checkbox"/> Statistics</p> <p><input type="checkbox"/> Checker <input type="checkbox"/> Session Manager <input type="checkbox"/> Data Export</p> <p><input type="checkbox"/> Manager <input type="checkbox"/> Filter <input type="checkbox"/> Password <input type="checkbox"/> Password</p> <p>Do you want to make account inactive? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="button" value="Cancel"/></p> <p><input type="button" value="Save"/> <input type="button" value="Change Location"/> <input type="button" value="Delete"/> <input type="button" value="Reset Password"/></p>
aschneider	2008-04-13	<p>Account valid with <input type="checkbox"/> 123pccndx/123pccndx</p> <p><input type="checkbox"/> Data Entry <input type="checkbox"/> Manager <input type="checkbox"/> Statistics</p> <p><input type="checkbox"/> Checker <input type="checkbox"/> Session Manager <input type="checkbox"/> Data Export</p> <p><input type="checkbox"/> Manager <input type="checkbox"/> Filter <input type="checkbox"/> Password <input type="checkbox"/> Password</p> <p>Do you want to make account inactive? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="button" value="Cancel"/></p> <p><input type="button" value="Save"/> <input type="button" value="Change Location"/> <input type="button" value="Delete"/> <input type="button" value="Reset Password"/></p>

- ### 3.3 Delete user
- Click delete button. This will remove the user account from the list, not delete the database record.
- ### 3.4 Reset password
- Click Reset Password button. This will reset password to default one, i.e. 123pccndx/123pccndx/123pccndx

4. Data Reports

of pre-test/post-test forms (sorted by cancer types)

Start Date

End Date

Health District

County Municipal

CPC

Submit

Go to **data reports** page

4.1 # of pre-test/post-test forms (sorted by cancer types)

- Filter by start date – end date, location (i.e. health district, county municipal, CPC)
- To view statistics of all data, click **submit** without any filtering criteria

of presentations by locations/educators

Start Date

End Date

Health District

County Municipal

CPC

Educator

Submit

4.2 # of presentations by locations/educators

- Example1: Click **submit** without any filtering criteria
- Example2: Select **northeast** from **health district** menu
- Example3: Select **Falco, Linda** from **educator** menu

of presentations performed by educator (sorted by cancer types)

Start Date

End Date

Educator

Submit

4.3 # of presentations performed by educator (sorted by cancer types)

- Select **Falco, Linda** from **educator** menu

Data timeliness

[View](#)

4.4 Data timeliness

- **Click View.** Look at the last column.

5. Cases where Drexel administrator is needed

- Edit question 1-6 in presentation log
- Change session ownership
- Delete sessions
- Delete participants
- Delete questionnaires
- Delete educators
- Undelete sessions, participants, questionnaires, educators, and users
- Create administrator account

6. FAQs

A lot of common issues have been documented in the FAQs.