

REQUEST FOR PROPOSALS
INSTITUTIONAL HEALTHCARE SERVICES
DAUPHIN COUNTY PRISON
COUNTY OF DAUPHIN, PA

February 21, 2025

Due Date / Time: on or before April 11, 2025, no later than 11:00 A.M., Local Time
Opening Date / Time: April 11, 2025, 2025, 11:00 A.M., Local Time

TABLE of CONTENTS

	<u>Page</u>
Request for Proposals	3
Instructions to Proposers	3
Scope of Work	32
Technical Specifications	43
Sample Agreement	72
Proposal Pricing Form	90
Proposal Form – Signature Page	97
Non-Collusion Affidavit	101
Notarization Affidavit	103
Certificate of Proposer’s Employee Criminal History	105
Affidavit - Drug Free Workforce	107
Qualification Statement	109
Security Statement	118
HIPAA Business Associate Agreement	119
Reference Form	124
W-9 Form	127

**REQUEST FOR PROPOSALS
INSTITUTIONAL HEALTHCARE SERVICES
DAUPHIN COUNTY PRISON
DAUPHIN COUNTY WORK RELEASE CENTER
COUNTY OF DAUPHIN, PA**

The Dauphin County Prison, Prison Board of the County of Dauphin, Dauphin County, and the Dauphin County Court of Common Pleas of Dauphin County, Pennsylvania (hereafter for convenience "Prison" or "County") seeks proposals for:

Professional services to provide Institutional Healthcare Services consisting of administering, managing and supervising the healthcare delivery system of the Dauphin County Prison at two (2) physical locations: the Dauphin County Prison and the Dauphin County the Judicial Center. The same services are sought for the Dauphin County Work Release Center which is an independent facility of Dauphin County operated under the Dauphin County Court of Common Pleas. The contract resulting from the RFP will cover all of the facilities mentioned here and will be for a period of three (3) years with options to extend for an additional two (2) years in one (1) year increments.

ONE (1) complete response packet with original signatures marked as "ORIGINAL", and FIVE (5) sets of the response packet marked as "COPY", and ONE (1) complete electronic copy in PDF format on USB Flash Drive, shall be signed by the respective proposer and shall be delivered or mailed along with all required documentation, completed Pricing Proposal Form, and responses detailed in the Instructions to Proposers to the Deputy Warden of Operations Bruce LeValley, Dauphin County Prison, 501 Mall Road, Harrisburg, PA 17111; BLEValley@dauphincounty.gov to arrive no later than 11:00 A.M., April 11, 2025 at which time they will be opened. Please place "Proposal for INSTITUTIONAL HEALTHCARE SERVICES – DAUPHIN COUNTY PRISON" on the outside of the sealed, opaque envelope presented to the Deputy Warden. The opening will consist only of name and address recording of respondents. As this is an RFP requiring evaluation, no pricing information will be read aloud at the time of the opening.

This Request for Proposal ("RFP") contains standard language used by Dauphin County Prison when negotiating Contracts as well as a scope of work which describes the services desired by the Prison. See instructions to Proposers for information to be provided with the proposal.

**INSTRUCTIONS TO PROPOSERS
NOTICES, TERMS AND CONDITIONS, AND EVALUATION FACTORS**

TO BE CONSIDERED, PROPOSALS MUST BE MADE IN ACCORDANCE WITH THESE INSTRUCTIONS TO PROPOSERS

1.0 Proposal Deposit

1.1 There is no deposit or charge required for the proposal documents.

2.0 Parties to Contract

2.1 Where the words "Commissioners", "Controller", "Court of Common Pleas", and "County" are used, they shall be understood to refer respectively to the Commissioners, the Controller, the Dauphin County Prison Board, Dauphin County Court of Common Pleas, and Deputy Warden of Operations of Dauphin County Prison, and Dauphin County Pennsylvania, or other persons designated in writing to represent Dauphin County. Where the words "Vendor", "Proposer(s)", "Respondents" or "Contractor(s)" are used, they shall be understood to refer respectively to the firms or business entities which perform the services required by the County as described in the Request for Proposals, firms or business entities which submit responses to the Request for Proposal, and, the firms or business entities which are awarded a contract by the County.

3.0 Definitions

3.1 "Solicitation" refers to and includes the Request for Proposals (RFP), the Instructions to Proposers, The Scope of Work, The Terms and Conditions, other proposal documents and all attachments etc., issued with the Request for Proposals together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to proposal opening.

3.2 "Contract Documents" consist of the Agreement between the County and the Contractor (hereinafter the Agreement), Terms and Conditions, Scope of Work, Technical Specifications, Drawings, any and all addenda, errata, and bulletins issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. It is the expectation that a proposal received will likely result in Contract Documents.

3.3 "Contract" refers to the Contract Documents which form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, including the Solicitation and proposal documents, unless otherwise incorporated in the Contract. The Contract may be amended or modified only by a written Modification. It is the expectation that a proposal received will likely result in Contract Documents. Within the Contract will be terms design exclusively for the Work Release Center.

3.4 "Inmates" refers to all sentenced and non-sentenced incarcerated persons regardless of age and sex including arrestees and work release participants.

3.5 "Modification" is (1) an amendment or supplement to the Contract signed by the County and Contractor, (2) an interpretation issued by the County, or, (3) an order for a minor change in the Scope of Work of the Contract. A Modification may be made only after execution of the written Contract. A Modification shall be written and signed by the Contractor and the County.

3.6 The term "Services" includes all Services performed, workmanship, and material furnished or used in the performance of Services provided under the terms and conditions of a Services Contract. The term "Services Contract" means a Contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than furnish material or equipment. A Service Contract may be either a nonpersonal or personal Contract. It may also include Services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Services which may be procured using Service Contracts include, but are not limited to consulting services, engineering and architect-engineering, communications services, guard/security services, transportation

services, maintenance of real property, maintenance, and repair of supplies, equipment, and systems, housekeeping and janitorial services, and other technical services.

3.7 "Software" means all software programs, whether in object or source code form, operator and user documentation, training materials, and any other related materials, generated, developed, or furnished by the Contractor or Subcontractor(s) to the County pursuant to the Contract.

4.0 Submission of Proposals

4.1 All proposals must be submitted, ONE (1) complete response packet with original signatures marked as "ORIGINAL", FIVE (5) sets of the response packet marked as "COPY", and ONE (1) complete electronic copy in PDF format on USB Flash Drive, on the required proposal form; must be signed by the respective proposer; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required documentation, Notarization Affidavit, and Non-Collusion Affidavit, completed Proposal Pricing Form, and responses detailed in the Instructions to Proposers to the Deputy Warden of Operations, Bruce LeValley, Dauphin County Prison, 501 Mall Road, Harrisburg, PA 17111 to arrive no later than 11:00 A.M. on April 11, 2025 at which time they will be opened and publicly read. Late proposals will not be accepted. Place "Proposal for INSTITUTIONAL HEALTHCARE SERVICES – DAUPHIN COUNTY PRISON" on the outside of the sealed envelope presented to the Deputy Warden of Operations.

4.2 Proposals must be submitted in accordance with the Request for Proposals.

4.3 A proposal submitted in response to the Request for Proposals shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to the Request for Proposals acknowledges acceptance by the offeror of all terms and conditions including compensation, as set forth herein. The offeror shall clearly identify any variations from, or exceptions taken, to the terms and conditions of the Request for Proposals. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as specified in the Request for Proposals.

4.4 The offeror warrants, by submitting an offer, that it possesses the legal authority to bind the proposer and enter into a contract if awarded and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority and to lawfully authorize its undersigned signatory to submit the offer and to execute a contract and bind the proposer to its terms.

4.5 All Proposals submitted become the property of the County of Dauphin upon opening and will not be returned to the proposer unless agreed by the deputy Warden of Operations. The County shall have the right to use any portion, or all, of the proposal, its contents, and ideas, received and opened in response to this Request for Proposals, subject to the limitations outlined below or elsewhere in the Request for Proposals. Selection, rejection, or disqualification of the proposal shall not waive or otherwise eliminate this right.

4.6 All material submitted in response to this Request for Proposals will become a public record and will be subject to inspection in accordance with law after the Notice of Contract Award is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the proposal. Such request must be included with the proposal and shall include complete justification for the request. Approval of the request will be at the sole and absolute discretion of the Solicitor of the Prison Board in consultation with the County Solicitor and according to the Right to Know Law. If denied, the

proposer will have the opportunity to withdraw the proposal, or to remove the proprietary restrictions. Neither cost nor pricing information, nor a total proposal, will be considered proprietary.

4.7 Any and all documents required by the Request for Proposals and/or Contract that require a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal a Notarization Affidavit, using the form attached, must be completed and submitted with the proposal. Proposals and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, will be rejected at the time of proposal opening.

5.0 Examination of Proposals, Pre-Proposal Conference

5.1 Proposers shall CAREFULLY EXAMINE all documents in the Solicitation and/or attend the Pre-Proposal Conference to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents or attend the Pre-Proposal Conference WILL NOT RELIEVE the proposer of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the Solicitation or attending the Pre-Proposal Conference.

5.2 A **mandatory** Pre-Proposal Conference will be held on March 13, 2025, at 2:00 PM at the Dauphin County Prison, 501 Mall Road, Harrisburg, PA 17111. Questions for the pre-proposal meeting **must** be submitted in writing to the Deputy Warden of Operations via his email address at BLeValley@dauphincounty.gov no later than **11:00 A.M. on March 6, 2025.**

5.3 Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the Technical Specifications, and all requirements thereof. The submission of a proposal is full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the proposer waives the right to claims for additional time or monetary compensation for all work without limit required to complete the proposal which could have been obtained by the proposer through examination of all documents and/or attending the Pre-Proposal Conference or by raising a question regarding requirements prior to submitting a proposal.

5.4 The Solicitation, Terms and Conditions, and Technical Specifications will be considered clear and complete. Any proposer desiring an explanation, interpretation, or clarification must submit a written request via the Deputy Warden of Operations via his email address at BLeValley@dauphincounty.gov. Replies will be issued, in the sole and absolute discretion of the County, to all proposers of record as Addenda to the Solicitation and will become a part of the Contract. The County **WILL NOT BE RESPONSIBLE** for oral clarification. Questions received after March 20, 2025, at 11:00 AM will not be answered prior to the proposal submission deadline.

6.0 Preparation of Proposals

6.1 Proposals shall be made on proposal forms provided by the County. Fill in ALL blanks and submit ONE (1) complete response packet with original signatures marked as "ORIGINAL", FIVE (5) sets of the response packet marked as "COPY", and ONE (1) complete electronic copy in PDF format on USB Flash Drive. Each proposer shall furnish all information required by the Contract Documents. The proposer shall sign the proposal and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

6.2 Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a Contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

6.3 Proposed costs/fees shall be placed on the COST/FEE SCHEDULE SUMMARY. Cost /fees will be broken down as follows: Medical Health, Dental Health, Mental Health, Eye Health and there will be a separate category for the Dauphin County Work Release Center. For all categories Proposers will provide their best proposal for the following timeframes Year one, Year Two, Year Three, Year Four Option Year 1 and Year Five Option Year 2. There will be subtotal for all time periods one for the 2 facilities known as the Dauphin County Prison and the Dauphin County Judicial Center and the separate category for the Dauphin County Work release Center.

6.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Information not directly related to the RFP response should be placed in a clearly marked appendix.

6.5 Proposals for supplies and Services in addition to those specified may be considered if it is in the County's best interests.

6.6 Proposers must comply with the time for delivery of supplies or for performance of Services, unless otherwise specified in the Contract Documents. Contract award, for scheduling purposes, is defined as, and understood by the Contractor to be, the date and time that the Dauphin County Board of Commissioners accepts, by vote, the proposal of the successful proposer and directs that a Contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful proposer after Contract award.

6.7 NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS SET FORTH IN THIS SOLICITATION, THE RFP IS SUBJECT TO AND CONDITIONAL UPON A DULY APPROVED CONTRACT AS NEGOTIATED BY AND BETWEEN THE PROPOSER AND THE COUNTY.

6.8 Time, if stated as a number of days, will be calendar days including Saturdays, Sundays, and holidays.

7.0 Modification of Proposals

7.1 Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers may resubmit proposals provided they are prior to the scheduled time for receipt of proposals. Except through negotiations by and between the County and the Proposer, no proposal may be withdrawn or modified later than the specified date and time for proposal opening except as provided by applicable law.

8.0 Conflict of Interest

8.1 For purposes of determining any possible conflict of interest, all Respondents must disclose if any County official, employee or the family member of a County official or employee, is also an owner, corporate officer, or employee of their business. Indicate either "yes" (A County, or member County, official, employee or family member is also associated with your business), or "none". If yes, give person(s) name(s) and position(s) with your business, and a description of the person’s position, and state whether or not the person has a position of authority and/or will be involved with the contract on a daily/monthly basis. The cover letter shall include the following statement:

“Respondent by virtue of submitting this response acknowledges that the following County, or member County, official, employee(s) or the family member of a County, or member County, official, employee(s) is (are) also an owner, corporate officer, or employee of the Respondent’s business(s).”

Yes _____ Name(s) and Position(s) _____

Yes _____ Name(s) and Position(s) _____

Yes _____ Name(s) and Position(s) _____

None _____

9.0 Non-Collusion Affidavit

9.1 The County requires that a Non-Collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Anti-bid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.

9.2 This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.

9.3 Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other people employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.

9.4 If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.

9.5 The term "complementary proposal" as used in the Affidavit has meaning commonly associated with that term in the proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

9.6 Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

10.0 Notarization Affidavit (if applicable)

10.1 Any document within this proposal specification that requires a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, the enclosed affidavit must be completed. Responses notarized without the embossed seal and without completing the affidavit, as applicable, will automatically be rejected at the time of the proposal opening.

11.0 Basis of Proposal

11.1 The County invites proposals, based on the professional experience and qualifications of the proposer, which may include alternates which conform to the provisions of the Technical Specifications and may, in the professional judgment of the proposer, satisfy the County's technical and operational needs. Any such Alternates shall be explained in detail and justified in the proposal and clearly identified as either a mandatory or an optional Alternative. Additionally, the costs of each Alternative as well as the differences between them in terms of cost and technical benefit to the County shall be outlined in detail.

11.2 No combination of proposals or assignment thereof will be considered acceptable except to the extent that the County has been notified and has agreed in writing prior to such combination or assignment.

11.3 The County of Dauphin is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the County. It will be the Contractors responsibility to provide the County with the necessary tax exemption forms. This provision shall not apply to construction, repair and/or maintenance Contracts under which the proposer purchases supplies, materials and/or equipment for the performance of the Contract and includes the costs thereof in computation of the proposal.

11.4 When evaluating proposals, the County will not consider offers of discount for prompt payment in its determination of the lowest proposal but reserves the right to apply any such discount offered by the successful proposer.

12.0 Quantities

12.1 Unless specified otherwise in the Proposal Pricing Form, all quantities are specific.

12.2 When the quantity is identified as "estimated" or as "more or less" it shall be understood and agreed that quantities listed in the Schedule are estimates only and may be increased or decreased in accordance with the terms and conditions of the Contract and that the County in accepting any proposal or portion thereof, contracts for and agrees to purchase only the supplies, equipment, and materials in such quantities as it subsequently orders.

13.0 Qualification of Proposers

13.1 All proposers must present, with their proposal, suitable evidence of their financial standing and furnish a list of similar work completed within the past three (3) years. The proposer must provide a financial statement or similar document prior to Contract award which includes, as a minimum, financial statements, references, and a listing of any and all fictitious names used by the proposer.

14.0 Economy of Preparation

14.1 Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP.

BALANCE OF PAGE IS INTENTIONALLY BLANK

15.0 Oral Presentation

15.1 Proposers who submit responses *may* be required to make an oral presentation of their proposals. Such presentations provide an opportunity for the proposers to clarify proposals to ensure thorough mutual understanding. The Deputy Warden of Operations will determine the necessity and scheduling of these presentations.

16.0 Proposal Opening

16.1 The following opening procedures will be followed at the time and place as designated above for the receipt and opening of proposals.

16.1.1 The time for receiving proposals will be declared closed at the designated time, at which time:

16.1.1.1 The Deputy Warden of Operations, or his designated representative, will read aloud only the name and address of the proposer.

16.1.1.2 The first item to be examined is the Non-Collusion Affidavit. If no Non-Collusion Affidavit is enclosed with the proposal or if the Non-Collusion Affidavit is not properly filled out, signed and notarized the proposal may be rejected.

16.1.1.3 The second document to be examined is the Proposal Signature Page which shall be signed and completely filled out. If the Proposal Signature Page is not signed or is incomplete or incorrectly filled out, the proposal may be rejected.

16.1.1.4 Only if the above documents and samples are present and in order, the Deputy Warden of Operations will acknowledge that the proposal is valid as presented at which time said proposal will be accepted for further review and evaluation by all concerned parties. The contents of proposals will not be read aloud at this time and shall not be available for review until after a Contract is duly awarded.

16.1.1.5 If a problem with the proposal request or specifications is discovered prior to the proposal opening it is to be discussed with the County Commissioners, or their designated representative, immediately and if the problem cannot be resolved, the decision will be made to cancel and/or reschedule the proposal opening.

16.1.2 A proposal which is incomplete, or which contains irregularities of any kind may, at the sole and absolute discretion of the County, be rejected as non-conforming.

17.0 Acceptance, Rejection, or Disqualification of Proposals

17.1 The County will award contract(s) to the responsible and responsive respondent(s), including full consideration of any alternates which may appear on the Proposal Pricing Form, meeting all terms, conditions, and specifications, whose response(s) is/are considered to be the most economical and in the County's best interests. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all responses or parts thereof.

17.2 Dauphin County reserves the right to accept or reject any or all proposals, or parts thereof, to waive any defects in form or technicalities, to request new proposals, and to negotiate alterations in proposals if such

acceptance, rejection, waiver, request, or negotiation is in the best interest of the County. Further, the County reserves the right to determine the merit and qualifications of the Services offered and the reasonableness of prices quoted. Any interpretation of equivalency shall be determined finally and conclusively by Dauphin County, in its sole and absolute discretion.

- 17.3 The County may, in its sole and absolute discretion, disqualify any proposal which purports to change or request a change to the provisions of the terms and conditions contained in this RFP.
- 17.4 A response which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures which are not initialed, may be rejected as nonconforming.
- 17.5 Any proposer who has demonstrated poor performance during either the current or previous agreement may be considered as an unqualified source, and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 17.6 The County reserves the right to disqualify responses, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the proposers.

18.0 Negotiations

18.1 The County may select a proposer on the basis of initial offers received, without discussion. Therefore, each initial proposal should contain the proposer's best terms from a monetary and technical standpoint. The County reserves the right to enter into negotiations with any proposer. If the County and the proposer cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with another proposer. This process will continue until an agreement acceptable to the County has been executed or all proposals are rejected. No proposer shall have any rights against the County arising from such negotiations or termination thereof.

19.0 Execution of Contract

19.1 The successful proposer must execute a written contract with the County in the form set forth in the solicitation immediately after award of the contract. If the successful proposer fails or refuses to execute the formal contract within ten (10) days of the date of contract award, the award of the contract may be voided, and all obligations of the County in connection herewith shall be canceled.

19.2 Notwithstanding any delay in the preparation and execution of the formal contract agreement, the proposer shall be prepared, upon written notice of Contract Award, to commence work on or before approximately **June 4, 2025.**

19.3 The proposer shall begin work on the date of commencement as defined above and carry the work forward expeditiously to achieve substantial completion on or before the date, or time stipulated in the Scope of Work and the Proposal Pricing Form.

20.0 Term of Agreement

20.1 The term shall be for a three (3) year base period commencing on or about June 4, 2025, and continue through June 4, 2028. The County, at its sole option, may extend this agreement for an additional two (2) one (1) year periods. The absolute end of the contract period including all options years will be 2030.

21.0 Availability of Funds for the Next Fiscal Year(s)

21.1 Funds are not presently available for performance under this contract beyond 2026, or for services initially contemplated for performance starting in 2025. The County's obligation for performance of the Contract beyond 2026, is contingent upon the availability of appropriated funds upon which payment for Contract purposes can be made. No legal liability on the part of the County for any payment may arise for performance under this Contract beyond 2026, until funds are made available by the County and until the Contractor receives notice of availability, to be confirmed in writing by the issuance of approval by the County.

21.2 In the event the funds to finance this Contract become unavailable or are not allocated by the County the County may provide Contractor with thirty (30) calendar day's written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.

22.0 Performance Bond

22.1 The successful proposer must furnish a Performance Bond or bank letter of credit, restricted escrow account or other financial security acceptable to and approved by the Commissioners in their sole and absolute discretion, in the amount of 15% of the proposal price, the condition of which shall be the full and complete execution and performance of each and all terms and conditions, the specifications, instructions, and other provisions of the Contract Documents. The entire cost of the Performance Bond or bank letter of credit, restricted escrow account or other financial security shall be paid for by the Contractor. All proposers are hereby informed that failure to post a required Performance Bond or bank letter of credit, restricted escrow account or other financial security within ten (10) days of Notice of Contract Award is cause for Contract termination in which case the Contract award is voided, and the Contract is terminated by the County.

22.2 Performance Bonds must be issued by a surety company authorized to do business in the Commonwealth of Pennsylvania, on the form attached.

22.3 This requirement applies to Contract(s) that extend beyond one year or are extended under the terms of the Contract for more than one year. The Contractor will furnish a Performance Bond or bank letter of credit, restricted escrow account or other financial security in the amount of 15% of the annual Contract price for each one-year period or part thereof with the Performance Bond or bank letter of credit, restricted escrow account or other financial security for the first-year due as stipulated above. Within thirty (30) days prior to each anniversary date of the Agreement, Contractor and the County shall establish and agree to the Contract amount for the following years, based upon a reasonable review of the applicable prices and values set forth in the Contract Documents. Performance Bonds or bank letter of credit, restricted escrow account or other financial security for subsequent one-year periods will be provided to the County within ten (10) days of the Contract's anniversary date, renewal date, or extension date.

22.4 The terms of the Performance Bond or bank letter of credit, restricted escrow account or other financial security shall be such that payment to the County thereunder shall be unconditional upon default by proposer and failure to cure such default under the terms and conditions of the Agreement (to the extent an opportunity to cure is applicable under the terms of the Agreement), and shall not include therein: (i) any term which allows proposer, a guarantor of the Agreement or the issuer of such Performance Bond or

bank letter of credit, restricted escrow account or other financial security any additional opportunity to cure any default under the Agreement or (ii) any other provision which would delay payment to the County.

23.0 Errors and Omissions

23.1 Respondents shall not be allowed to take advantage of any errors or omissions in the information made available to them by the County for use in preparing responses. If errors or omissions are discovered, Respondents shall notify the County promptly and, in any case, before responses are submitted.

23.2 If, following the award of this contract or any time during its term, it is discovered by either the proposer, his employees or agents, or the County, that a bona fide error or omission has been made in the text of the bid/proposal documents and/or resulting contract documents, which would adversely affect the quality of services or the intent of this proposal, it is hereby understood that, with the exception of fraud or intentional omission by the proposer which shall be considered grounds for termination for default and or other legal action, neither party shall be held liable. In addition, upon the discovery of such mistake, immediate proceedings shall begin between the Commissioners and the Contractor to collectively and mutually agree on a suitable solution and make appropriate modifications to the contract under the provisions of clause Changes - Services.

24.0 Independent Contractors

24.1 This request for proposals and any resulting agreement will not be construed to create any relationship other than that of a contractual relationship between an independent contractor and Dauphin County.

25.0 Assignment

25.1 All work to be performed under any contract resulting from this request for proposals shall be performed by the successful respondent. No work, either in part or in whole, may be assigned, transferred or subcontracted by the Contractor without prior written approval and authorization by the County, subject to the provisions of clause, Default. The County reserves the right to approve the work to be subcontracted and the subcontractor(s) selected to perform such subcontracted work.

26.0 Order of Precedence

26.1 Any inconsistency in this request for proposals shall be resolved by giving precedence in the following order: (a) any Addendum to the RFP; (b) Technical Specifications; (c) Instructions to Proposers; (d) Scope of Work; (e) the Contractor's Best and Final Offer; (f) the initial Offer of the Contractor; (g) negotiations and other documents, exhibits, and attachments with the exception of the items not otherwise identified above.

All items listed in the above order of precedence are hereby attached and will be made a part of the contract.

27.0 Ordering

27.1 The following is applicable to the instant request for proposals and resultant contract.

27.1.1 Any products, Materials, Supplies, Equipment and Services to be furnished under the resulting contract shall be ordered by issuance of Delivery Orders by authorized individuals or activities designated in the Contract Documents.

27.1.2 All Delivery Orders are subject to the terms and conditions of the resulting Contract. In the event of conflict between a Delivery Order and a contract, the contract shall control.

27.1.3 If mailed, a Delivery Order is considered "issued" when the County deposits the order in the mail. Orders shall be issued by the County using written mail or telecommunications.

28.0 Indefinite Quantity

28.1 This request for proposals will result in an indefinite-quantity contract for the supplies and services specified, and effective for the period stated, in the Scope of Work and/or Proposal Pricing Form. The quantities of supplies and services specified in the Scope of Work and/or Proposal Pricing Form are estimates only and are not purchased by the contract.

28.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The vendor shall furnish to the County, when and if ordered, the supplies or services specified in the Scope of Work.

28.3 Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Scope of Work, there is no limit on the number of orders that may be issued. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

28.4 Any order issued during the effective period of this contract and not completed within that period shall be completed by the vendor within the time specified in the order. The contract shall govern the proposer's and the County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the vendor shall not be required to make any deliveries under this contract after the term of the contract unless said the contract is extended.

29.0 Requirements

29.1 This proposal will result in a requirements contract for the supplies or services specified, and effective for the period stated, in the Scope of Work. The quantities of supplies or services specified in the Scope of Work are estimates only and are not purchased by the contract. Except as the contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Scope of Work, that fact shall not constitute the basis for an equitable price adjustment.

29.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in the contract, the proposer shall furnish to the County all supplies or services specified in the Scope of Work and called for by orders issued in accordance with the Ordering Clause. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

29.3 Except as this contract otherwise provides, the County shall order from the vendor all the supplies or services specified in the Scope of Work.

29.4 The County is not required to purchase from the proposer requirements in excess of any limit on total orders under this contract.

30.0 Contractor Obey Laws

31.1 Contractor shall obey all Federal, State, County, City, Borough or Township laws or ordinances in any way pertaining to the requirements of the Technical Specifications, and shall obtain any and all permits, etc., which may be necessary. The County may, at its sole and absolute discretion, require any and all additions and amendments to the Contract in order to comply with any law.

31.0 Insurance

31.1 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

Workers' Compensation and related coverages under the General Conditions: Statutory Employer's Liability: bodily injury, each accident \$1,000,000; bodily injury by disease, each employee \$1,000,000; bodily injury/disease aggregate \$2,000,000. Contractor's Commercial General Liability under the General Conditions: \$1,000,000 per occurrence, \$3,000,000 in aggregate. Each occurrence (bodily injury and property damage) \$1,000,000. Property damage: combined single limit of \$1,000,000. Excess or umbrella liability: per occurrence \$2,000,000 General Aggregate \$3,000,000. Prison: Abuse/Molestation: \$1,000,000 per occurrence / \$3,000,000 in the aggregate; Automobile Liability: \$1,000,000 per accident combined single limit, and \$2,000,000 Cyber Liability insurance. It is also required that the County is named a certificate holder and added to the policy as additional insured. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Proposer shall furnish the County, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Proposer shall not cancel or reduce any such insurance without the prior written consent of the County. Proposer shall notify the County in writing within 5 business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

31.4 Professional Liability Insurance:

32.4.1 Limit of Liability: \$3,000,000 by claim and \$10,000,000 in the aggregate.

32.4.2 Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy for the full term of the Contract period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

31.5 Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$10,000,000.

31.6 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

31.7 The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to County's approval.

31.8 Proposer shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.

31.9 The County shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; general liability and umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.

31.10 At least thirty (30) days prior to the expiration of each policy, Proposer shall provide the County with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, sixty (60) days notice of such action shall be sent via certified mail to the County.

31.11 If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

31.12 The County reserves the right to review categories and levels of insurance coverage held by the selected firm in an ongoing program of risk management. The selected firm will be notified, in writing, of coverage requirements as determined by this review and the firm agrees to secure such requested coverage.

31.13 If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

31.14 The requirements described above are also applicable to any and all other employees or subcontractors hired by Proposer to perform work under this contract.

32.0 Payments

32.1 Unless otherwise specified in the Contract as to method of payment to the Contractor, payments shall be made within forty-five (45) days of the latter of receipt of invoice, inspection and acceptance of the material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, an invoice for such part shall be made upon delivery, and payment shall be made according to the conditions as stated above.

This is a fixed price Contract to furnish specified Services and Products identified in the Scope of Work and the Technical Specifications. It is expressly agreed that the County agrees to pay the Contractor, at the rate agreed upon up to, but not to exceed, the total Contract amount for each Contract line item. The County will not pay the Contractor's direct or indirect labor costs, materials costs, operating costs, or any other costs incurred by the Contractor or Sub-Contractors, except to the extent that the same are included in the agreed prices for Line Items identified in Proposal Pricing Form and are related directly to the

performance of the Contract. Payment is specifically conditioned on the Services being performed/completed to the satisfaction of the County.

33.0 Discounts for Prompt Payment

33.1 Discounts for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the proposer. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded Contracts may include prompt payment discounts on individual invoices.

33.2 In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion and acceptance of performance of the Services, or (2) the date a proper invoice or voucher is received in the County Office designated on the order, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check.

34.0 Materials

34.1 Supplies, equipment and/or material to be furnished shall be new, first-class, and shall meet with the approval of the Commissioners in accordance with Clause, Inspection and Acceptance, or their designated representative.

34.2 All Software, supplies, equipment and/or material shall conform to the requirements of the Contract and the Scope of Work.

34.3 The County has the right to inspect and test all Software, supplies, materials, and/or equipment called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials. Software is subject to Clause, Inspection and Acceptance of Software and Services.

34.4 If any of the supplies, materials, and/or equipment does not conform with Contract requirements, the County may reject any or all of the nonconforming items and require the Contractor to deliver items in conformity with the Contract requirements, at no increase in Contract amount.

34.5 If the Contractor fails, within a reasonable time of notification of rejection, to provide conforming items and/or to take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) reduce the Contract price to reflect the reduced value of the nonconforming items, (2) by Contract or otherwise, procure items similar to those called for under the terms of the Contract and charge the Contractor any cost incurred by the County that is directly related to the procurement of such conforming items, including re-procurement costs, or (3) terminate the Contract for default.

34.6 Any nonconforming Software, supplies, materials, and/or equipment shall be removed by the Contractor immediately upon request by the County and at no expense to the County. If the Contractor fails to promptly remove nonconforming items the County may take appropriate action, as determined by the County to have the items removed, at the Contractors expense.

35.0 Extra Work

35.1 No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners pursuant to the provisions of clause, Changes - Services. Any price shall, to the extent possible, be fixed and agreed upon before such work is performed. Any such prices shall be based on unit prices, or other rates established in the Contract. If the prices have not been previously determined by the agreement, said shall be determined by written agreement of the County and the Contractor before any work is undertaken pursuant to this paragraph and shall not exceed actual reasonable expenses incurred for performing the extra or additional work.

36.0 Additions or Deductions

36.1 The Commissioners of Dauphin County shall have the right, without invalidating the Contract, to make additions to or deductions from the work covered by the Contract and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost and/or delivery, including extension of the Contract performance period, may be made between the Commissioners and the Contractor, but must be agreed to in writing. Additions, deductions and changes within the general scope of the Contract may be made by the County based on a mutually agreeable contract price and delivery of a performance/delivery schedule. In the event of a Change Order or Change Directive, Contractor must have reasonable time for implementation and testing, and to secure acceptance by the County, in accordance with clause, Payments.

37.0 Liquidated Damages

37.1 If the contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, for each occurrence, the following:

38.1.1 In the event that the Contract is terminated, in whole or in part, for default or the Contractor fails to perform satisfactorily, the Contractor may be charged on a daily basis for each calendar day from the date of notification until the date of correction the sum of \$6,000.00 per day.

38.1.2 If Contractor fails to achieve NCCHC accreditation within one year, Contractor may be charged a sum up to Fifty Thousand (\$50,000) Dollars. If Contractor fails to maintain NCCHC accreditation, Contractor may be charged an additional sum up to Fifty Thousand (\$50,000) Dollars.

38.1.3 If Contractor fails to maintain staffing levels, Contractor may be charged an amount equal to one day salary in addition to 15% of the pay assigned to any position where the position holder does not perform work for each day any and all vacant staff positions remain open and without a permanent replacement beyond fifteen (15 days) from the date that the position becomes vacant.

37.2 Alternatively, if delivery or performance is delayed, the County may terminate the contract in whole or in part. In that event, the contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar supplies or services.

37.3 The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

38.0 Indemnities

- 38.1 Contractor agrees, without qualification, to indemnify, hold harmless and defend Dauphin County, its Commissioners, officers, officials, representatives, agents and employees, the Dauphin County Prison Board, Dauphin County Prison, the County's members and agents, from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by the Contractor, its subcontractors, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto that the Contractor shall provide the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages and liabilities shall relate to both the medical treatment and health services care provided and treatment and care omitted by Contractor.
- 38.2 Contractor shall defend, indemnify, and hold the County, its officers, representatives, agents and employees harmless from any claims, liability, or causes of action, of any nature or kind, and all costs and expenses (including attorneys' fees) associated therewith, alleging that any Software, materials, products, inventions, articles, processes, or Services which Contractor generates, develops, furnishes or otherwise provides to the County infringe, misappropriate or violate any patent, copyright, trade secret or other intellectual property rights. This indemnification shall not apply to materials or products furnished by the County to Contractor, unless Contractor combines such materials or products with other materials or products and the resulting combination is the cause of the infringement, misappropriate, or violation.
- 38.3 Contractor shall defend, indemnify, and hold the County, its officers, representatives, agents and employees harmless from any claims, liability, or causes of action, of any nature or kind, and all costs and expenses (including attorneys' fees) associated therewith, incurred as the result of the violation of rights of privacy or publicity or any libelous or other unlawful matter contained in any Software, materials, products, inventions, articles, processes, or Services generated, developed, performed or furnished to the County under the Contract. Contractor shall also defend, indemnify, and hold the County, its officers, representatives, agents and employees harmless against any (1) loss of or any damage to any tangible property, (2) injury to or death of any person, or (3) any other claims, demands, costs, expenses, liabilities, and losses, where the losses, injuries, or claims described in (1), (2), or (3) arise out of the malfeasance, negligence, omission, breach of statutory duty, or willful misconduct of Contractor, its employees, agents, or Subcontractors.
- 38.4 The County shall (1) endeavor to provide timely notice to Contractor of any claim, liability, or cause of action, (2) reasonably cooperate with the Contractor, at the Contractor's expense, in the defense thereof and shall have the opportunity, at its own expense, to participate in the defense thereof through engagement of its own counsel, and (3) with respect to any claim, liability, or cause of action in which the County has participated in the defense thereof, give or withhold its consent to any settlement of such claim, liability, or cause of action. Any negotiations or settlement entered into by the Contractor shall not (i) impose liability on the County, (ii) admit fault on the part of the County, or (iii) require payment by the County, without the County's written consent.
- 38.5 These Indemnities provisions shall be applicable to, and agreed to by, all Subcontractors.

39.0 Permits & Inspections

39.1 Should any permits be required by any governmental agency or authority for the work, project or Service called for in the specification - said permit fees shall be obtained and paid for by the Contractor.

40.0 Equal Employment Opportunity

40.1 During the performance of the Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause in any places where Contractor has or performs operations in the United States and to require that all subcontractors located in the United States have such notices posted.

In the event of the Contractor's noncompliance with the nondiscrimination clause of the Contract or with any of such rules, regulations, or orders the Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further purchase orders or Contracts with the County.

41.0 Non-Discrimination/Sexual Harassment Clause

41.1 The successful firm agrees to abide by this clause and its regulations in all aspects during the term of the Contract. The Non-Discrimination/Sexual Harassment Clause includes but is not limited to:

41.1.1 In the hiring of any employees for the manufacture of supplies, performance of work, or any activity required under this Contract or any Subcontract, the Contractor, Subcontractor, or any person acting on the behalf of the Contractor or any Subcontractor, shall not by reason of gender, race, creed, color, disability or age, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

41.1.2 Neither the Contractor nor any Subcontractor, nor any person acting on behalf of the Contractor or any Subcontractor 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 this Contract on account of gender, race, creed, color, disability or age.

41.1.3 It shall be the sole responsibility of the Contractor to investigate the applicability of the Civil Rights Act of 1964 and the Pennsylvania Human Relations Act and to comply in all respects to the provisions of these laws and regulations.

41.1.4 Contractors and Subcontractors 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 engage in it will be disciplined.

41.1.5 Contractors shall not discriminate by reason of gender, race, creed, color, disability, or age, against any Subcontractor or Supplier who is qualified to perform the work to which the contract relates.

41.1.6 The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with provisions of the Non-Discrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Sub-contractor shall subsequently compile and furnish such information.

41.1.7 The Contractor shall include the provisions of the Non-Discrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

41.1.8 The County 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 Non-Discrimination/Sexual Harassment Clause.

42.0 Americans with Disabilities Act

42.1 It shall be the sole responsibility of the Contractor and/or Subcontractor to investigate the applicability of the Americans with Disabilities Act of 1990 and to comply with all respects of these provisions and any amendments thereto.

42.2 Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the 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. § 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 Dauphin County through contracts with outside Contractors.

42.3 The Contractor shall be responsible for and agrees to indemnify, defend and hold harmless Dauphin County from all losses, damages, expenses, claims, demands, suits and action brought by any party against the County of Dauphin as a result of the Contractor's failure to comply with the provisions of subparagraph above.

43.0 Immigration Reform and Control Act of 1986

43.1 Contractor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

44.0 Statutes Applicable to this Agreement

44.1 Contractor is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

45.0 Cooperative Purchasing Program: Intergovernmental Cooperative Purchasing

45.1 Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, (Title 62 Pa C.S. 1902), known as the “Commonwealth Procurement Code”, local public procurement units, local municipalities, and authorities are permitted to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local procurement unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction. Local Public Procurement Units located within Dauphin County, or as otherwise approved by the County and the contractor may, at their discretion, avail themselves of contract(s) awarded by Dauphin County, provided the contractor agrees. The terms and conditions of the contract apply in full except that, unless identified in the Schedule, quantities of items identified above do not include any requirements for such Local Public Procurement Units. Their requirements, if any, will be identified by the Local Public Procurement Unit through direct communication with the vendor. All orders, invoice payments, and related transactions will be made directly between the vendor and individual Local Public Procurement Units. Offeror is to respond to the following question by initialing at the appropriate place. Responses are required but will not affect the award of this contract.

The provisions of this Contract; price, delivery, terms and conditions may be extended to any and all Local Public Procurement Units on a cooperative purchasing basis for the duration of the contract.

YES _____ NO _____

46.0 Warranty of Materials or Supplies

46.1 Notwithstanding inspection and acceptance by the County of supplies and/or materials furnished under this Contract concerning the conclusiveness thereof, the Contractor warrants that for a period of ninety (90) days all supplies and/or materials furnished; 1. Are of a quality to pass without objection in the trade under the contract description. 2. Are fit for the ordinary purposes for which the supplies/or material are used. 3. Are within the variations permitted by the contract, and are of an even kind, quality, and quantity within each unit and among all units. 4. Conform to the promises or affirmations of fact made on the container or in any commercial literature provided by the Contractor as descriptive of the supplies or materials provided under this contract.

46.2 The Contractor will be given written notice of any breach of warranties under this contract within fourteen (14) days after discovery of the defect during the term of the warrant. Within fourteen (14) days of notice, the Contractor may either replace any supplies or materials, or parts thereof, that do not conform with the requirements of this Contract or the Contractor may reimburse the County an amount equitable under the circumstances and agreeable to the Commissioners. When return, correction or replacement is required, all transportation charges and responsibility for the supplies or materials while in transit shall be borne by the Contractor.

46.3 Any supplies, materials, or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as the supplies and/or materials initially delivered.

The warranty will be equal in duration to that listed above and shall run from the date of delivery of the corrected or replaced supplies or materials.

46.4 The rights and remedies of the County provided in this clause are in addition to and do not limit any rights afforded to the County by any other clause of this Contract or applicable commercial warranty offered by the Contractor, the original manufacturer, or any third party.

47.0 Warranty of Software and Services

47.1 Notwithstanding inspection and Acceptance by the County or any provision concerning the conclusiveness thereof, the Contractor warrants that all Software delivered and all Services performed under the Contract will, at the time of Acceptance, be complete and accurate within the minimum degrees of accuracy specified in the Contract and shall be free from errors in and/or omission of data and Defects in workmanship, and shall conform to the requirements of the Contract for a period of one year after Acceptance by the County. The County shall give written notice of any Defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct the defective or nonconforming Software correct or re-perform the defective or nonconforming Services, or (2) that the County does not require correction or re-performance. Within fourteen (14) days of notice, the Contractor shall acknowledge receipt of the notice and advise the County of corrective actions to be taken and a schedule for completion. Nothing in this provision will relieve Contractor from any obligation to the County under any other provision of this Agreement.

47.2 If the Contractor is required to correct defect(s) or to re-perform service(s), it shall be at no cost to the County, and Software or any Services corrected or re-performed by the Contractor shall be subject to this clause to the same extent that correction of defects and/or re-performance of a service shall extend the warranty with respect to such corrections and/or re-performance for a period of one year (12 months) from the date of completion and acceptance of corrections or re-performance. If the Contractor fails or refuses to correct or re-perform, the County may, by Contract or otherwise, correct or replace with similar Services and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the Contract price.

47.3 If the County does not require correction or re-performance, the County may make an equitable adjustment in the Contract price.

48.0 Rights in Data

48.1 To the extent Contractor uses or embodies in the Software, materials, products, inventions, articles, processes, or Services generated, developed or furnished by Contractor or Subcontractors under the Contract any preexisting rights of Contractor or a third party, Contractor grants to the County, and any third parties acting on its behalf, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide, perpetual right and license (and in the case of rights in a third party, a sublicense) to use, execute, reproduce, display, perform, distribute, and prepare derivative works, based upon such preexisting rights and any derivative works thereof, and authorize others to do any or all of the foregoing on behalf of the County in furtherance of the County's implementation and/or use of the Software, materials, products, inventions, articles, processes or Services generated, developed or furnished by Contractor or Subcontractors under the Contract.

48.2 Contractor warrants that it has the authority to license or sublicense (as the case may be) to the County the preexisting rights, and any components thereof, under Paragraph 47.1 above.

48.3 These Rights in Data provisions shall be applicable to, and agreed to by, all Subcontractors.

49.0 Inspection and Acceptance of Software and Services

49.1 Definitions: The following terms, as used in this contract, mean:

"Acceptance" is the act of the County Commissioners or their authorized representative by which the County acknowledges in writing that (i) the Software to be generated, developed, and/or furnished under the Contract has tested successfully in accordance with the County's approved inspection system and testing procedures and is accepted by the County, or (ii) it approves specific Services furnished, as partial or complete performance of the Contract.

"Correction" is the elimination of a defect.

"Defect" is any condition or characteristic in any Software or Services furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

49.2 The Contractor shall provide and maintain an inspection system acceptable to the County covering the Software and Services under the Contract. Complete records of all inspections performed by the Contractor shall be maintained and made available to the County upon request during the Contract performance period and for as long as the Contract requires.

49.3 The County has the right to inspect and test all Software and Services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.

49.4 If any of the Software or Services are determined to be defective or in any manner do not conform with Contract requirements, the County may reject the defective or nonconforming Software or Services and require the Contractor to perform the Services again or replace nonconforming Software in accordance with Contract requirements, at no increase in Contract amount. When defects in Services cannot be corrected by further performance, the County may, in its sole and absolute discretion, accept the defective or nonconforming services or supplies and (1) require the Contractor to take all necessary action to ensure that future performance conforms to the Contract requirements and (2) reduce the Contract price to reflect the reduced value of the nonconforming Services performed.

49.5 If the Contractor fails to promptly re-perform the Services or replace the Software and/or to take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) by Contract or otherwise, perform the Services and procure conforming Software and charge the Contractor any cost incurred by the County that is directly related to the performance of such Services, including re-procurement costs, or (2) terminate the Contract for default.

49.6 The County will be the sole interpreter of the requirements of the Contract and the judge of the performance thereunder by the Contractor.

49.7 Inspection of all Software and Services may be made by the Commissioners of Dauphin County, their duly appointed representative, or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).

50.0 Inspection by the Commissioner's Representative

50.1 Contractor performance will be monitored, and all services are subject to inspection. Without prior notification, by the Commissioners of Dauphin County, the Deputy Warden of Operations, or other inspector(s) or assistants designated by the Deputy Warden. The Contractor will be notified as to the name(s) and responsibility of such individual(s).

50.2 The Contractor shall notify the County through a written periodic performance report submitted with each invoice identifying the services which have been performed during the reporting period in conformity with the requirements of the Contract.

50.3 The Contractor and the Deputy Warden of Operations will certify that the Contractor's services have been performed in conformity with the requirements of this contract on the periodic performance report. Each periodic performance report will be presented to the Contractor or his representative for signature. In the event that the Contractor or his representative are not present or refuse to sign the report, this will be noted on the periodic performance report.

50.4 Periodic performance reports will be used to support billings. No payment will be made unless and until periodic performance reports have been prepared and successfully reconciled with the invoice for the associated performance period. The County may request, and the Contractor shall promptly furnish additional reports, certificates, financial statements, and other pertinent information reasonably available for administration of the Contract and to support payment. Such reports will become a part of the contract file and are subject to audit.

50.5 This clause does not limit the County's rights under clause, Inspection of Services.

51.0 Site Visit

51.1 Proposers are required to attend the **mandatory** Pre-Proposal Conference as listed in clause, Examination of Proposals, Pre-Proposal Conference, and to inspect the site where Services are to be performed to familiarize themselves regarding all general and local conditions that may affect the cost of Contract performance. Failure to attend the Pre-Proposal Conference will be cause for rejection of proposals. In no event shall failure to inspect the site relieve the proposer from the consequences of such failure to inspect the site and shall not constitute grounds for a claim after Contract award.

52.0 County Furnished Property

52.1 If so specified in the Scope of Work, the County shall deliver to the Contractor, for use in connection with and under the terms of the Contract, the County Furnished Property described in the Scope of Work or Technical Specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the County Furnished Property.

52.2 Unless otherwise provided in the Contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor.

However, the Contractor is not responsible for reasonable wear and tear to such property used or consumed in performing the Contract.

52.3 Upon completing the Contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County Furnished Property, including quantity and condition, of each item furnished under the Contract. The County shall advise as to disposition of such property. The net proceeds of the disposal of any such property shall be credited to the Contract price or shall be paid to the County.

53.0 Changes - Services

53.1 The County may at any time, without invalidating the Contract, by written Change Order or Change Directive, and without notice to sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

53.1.1 Description of Services, including quantity, to be performed.

53.1.2 Time of performance of the Services.

53.1.3 Place of performance of the Services.

53.1.4 Method of shipment or packing of supplies.

53.1.5 Place of delivery.

53.2 A Change Order shall be based upon agreement between the Contractor and the County prior to issuance of the Change Order. A Change Directive is a unilateral change issued by the County at its sole and absolute discretion, without Contractor agreement, and shall be fully binding on the Contractor. In the event of a Change Order or Change Directive, Contractor must have reasonable time for implementation and testing, and to secure acceptance by the County, The Contractor shall comply with both the Change Order and/or Change Directive. Failure to do so may be grounds for termination for default under clause, Default or clause, Termination.

53.3 If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the County shall, in its sole and absolute discretion, make an adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract if necessary.

54.0 Option to Extend Performance Period

54.1 The County may, by written notice to the Contractor prior to the expiration of the Contract, extend the terms of the Contract for a period of not less than one month (30 days) and not more than one year (365 days), provided that the County shall give the Contractor a preliminary written notice of its intent to extend at least fifteen (15) days before the Contract expires.

54.2 The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Proposal Pricing Form shall apply, unless otherwise lowered by the Contractor, to any extension made pursuant to this option provision.

55.0 Damages

55.1 If County terminates this contract due to default by vendor in whole or in part, it may acquire, correct, or replace with services or supplies similar to those terminated, by contract or otherwise, and charge the

vendor the cost occasioned to the County thereby, or make an equitable adjustment in the contract. County reserves the right to bring action to collect any sum due from proposer. The proposer shall be responsible for legal fees and additional costs incurred by the County from collection of the damages. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under this contract.

56.0 Default

56.1 The County may, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

56.1.1 Deliver the Software or to perform the Services within the time specified in the Contract or any extension and at quality levels acceptable to the County;

56.1.2 Make progress, so as to endanger performance of the Contract; or

56.1.3 Perform any provisions of the Contract.

56.2 The County's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or more if authorized in writing by the County, after receipt of the notice to cure from the County specifying the failure.

56.3 If the County terminates the Contract in whole or in part, it may acquire, correct, or replace with Services similar to those terminated, by Contract or otherwise, and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the Contract price.

56.4 The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under the Contract.

56.5 In the event that the County terminates the Contract by written notice of default, the Contractor shall immediately deliver over to the County all materials, computer data files, works in progress and all other related information deemed appropriate as determined by the County in its sole and absolute discretion.

57.0 Termination

57.1 Notwithstanding clause 56.0, Default, the County, in its sole and absolute discretion, may, by written thirty (30) days prior notice, terminate the Contract, at any time, in whole or in part. If the Contract is terminated, the County shall be liable only for payment under the payment provisions of the Contract for Supplies, Equipment, Products, Materials, Software delivered or Services rendered before the effective date of termination.

58.0 Evaluation of Proposals

58.1 The competitive method used for this procurement of services is a Request for Proposal (RFP). A response submitted in response will be reviewed for compliance with the terms and requirements of the RFP. Every response must establish in writing the Respondent's qualifications, ability to perform the services offered in a timely fashion, and the overall quality of services offered. Every response will be scored as outlined below.

58.2 All responses, submitted by responsible Respondents, which are responsive to the Request for Proposals at the time responses are opened, shall be evaluated for the Respondent's proven capability and available

capacity to perform the Services as specified, and consistency with the County's needs and priorities. The County may elect, at its sole and absolute discretion, to award a Contract based on the initial responses, or, to open negotiations, either written or oral, with one or more Respondents to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the County may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A Respondent may then be requested to provide a best and final offer with new pricing based on the negotiations. Responses may be rejected and negotiations terminated based on the negotiations. Contract award will be based on the offers submitted as well as any and all negotiations conducted with due consideration being given to evaluation of the following factors, not shown in any priority order:

58.2.1 Responsibility: Responsibility is a measure of a Respondent's capability and capacity to successfully and adequately perform the contract, meeting all requirements of the contract including, but not limited to the quality of services provided and the ability to meet delivery dates and performance schedules. Responses submitted by a non-responsible Respondent may be rejected by the County.

58.2.2 Responsive Proposal: Responsiveness of the Proposal is a measure of the accuracy and completeness of the response at the time it is submitted. Non-responsive proposals may be rejected by the County. To be responsive, a Response must be completed with the following documentation:

- 58.2.2.1 Signed Proposal
- 58.2.2.2 Completed Proposal Pricing Form
- 59.2.2.4 Signed and Notarized Non-Collusion Affidavit
- 59.2.2.5 Signed and Notarized Notarization Affidavit

58.2.3 Responsive Responses will be evaluated by a selection committee chosen by the County based on the following criteria:

Section 1. Respondent qualifications and the ability to carry out the project

- In this section, respondents must provide a detailed description of their proven capacity to deliver prompt and complete service on time. This section shall include assurances of continued service and ability to comply with Federal, State and local statutory and regulatory requirements.

Section 2. Qualifications of the firm and key personnel

- This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this project. The absence of such information may cause the response to be deemed non-responsive.

Section 3. Technical Specifications: Effectiveness, adequacy, feasibility and quality of the Services proposed considering:

- Compliance with Technical Specifications; efficiency and effectiveness of product(s) offered; technological approach to the project; and enhancement potential;

- Capacity and Capability to support and enhance County department operations;
- Additional Services available;
- Alignment of standard service level agreement and contract requirement;
- Capacity to work with and ability to interface with other County information systems used by the Prison;
- Speed of implementation and a proven record of capability and capacity to meet the timelines contained herein;
- Imaginative approaches to cost savings;
- Extent to which Services proposed and related procedures impact County staff performance and improve County operations;
- Clarity of proposal;
- Experience handling public sector accounts;
- Other pertinent considerations in the Technical Specifications;

Section 4. Vendor qualifications and the ability to carry out the project and deliver the products and perform the services considering:

- Proven capacity to deliver prompt and complete service on time;
- Assurances of continued service;
- Ability to comply with Federal, State and local statutory and regulatory requirements;
- Project management plan

58.2.4 Evaluation criteria will be based primarily on respondent’s qualifications with price as a secondary factor.

58.2.5 Recommendations of the evaluation committee will be forwarded to Dauphin County for final approval.

59.0 Proposal Schedule

59.1	Issue and advertise Request for Proposal	February 21, 2025
59.2	Deadline for Receipt of Written Pre-Proposal Questions	March 6, 2025 – 11:00 AM
59.3	Mandatory Pre-Proposal Meeting	March 13, 2025 – 2:00 PM
59.4	Deadline for Receipt of Written Questions	March 20, 2025 – 11:00 AM
59.5	Issue Final Addendum (if necessary)	March 27, 2025
59.6	Deadline to Receive Proposals & Opening	April 11, 2025– 11:00 AM
59.7	Vendor Interviews	Week of May 5, 2025
59.8	Final Award Recommendation	May 28, 2025*
59.9	Board of Commissioner’s Review / Award	June 4, 2025*

*** Estimated dates, subject to length of evaluation and negotiations**

PAGE IS INTENTIONALLY BLANK

SCOPE OF WORK

SECTION A: PROVIDER REQUIREMENTS

- A. Proposals are requested for services as described below, in the Technical Specifications and on the Proposal Pricing Form. A contract will be awarded on a total package basis for Dauphin County Prison being two (2) facilities including the Prison, and Judicial Center, and a separately notated cost/fee schedule for the Work Release Center, price and other factors considered, with contract performance commencing on or about ____, 2025, and continuing until completion of all services and the acceptance of all products to be provided in accordance with the terms and conditions of the contract contained therein unless extended by the County. The contract will be a time and materials service type for services and supplies provided in accordance with the terms and conditions of this Request for Proposals and any subsequent contract and changes or modifications thereto. All prices, including any extension of the contract performance period, shall remain fixed throughout the contract period unless otherwise agreed by the County.
- B. To be eligible for consideration, the proposer shall be a going concern, meeting the following criteria, with a verifiable record of successful past performance with the resources to undertake and successfully perform all services as specified herein. As per clause, Qualification of Proposers, the proposer will furnish with and as an integral part of the proposal a completed Qualification Statement with all attachments and supporting documentation, and a list of key management personnel, including the firm's project manager, and their qualifications and experience, or equal resume, who will be directly involved in the planning, management, supervision, direction, or otherwise involved in providing Services under the Contract. Such submittals will verify that the proposer meets the following minimum, but not all inclusive, qualifications:
1. Have been in the business of performing work of a magnitude equal to or greater than specified in this request for a period of three (3) years or longer, and
 2. Be actively engaged in providing comprehensive health care services in large medical facilities, institutional facilities, prisons, or large jails with an average minimum inmate population comparable to the Dauphin County Prison, and
 3. Must have experience in obtaining and maintaining accreditation in the healthcare field or with prisons or jails for National Commission on Correctional Health Care Standards (NCCHC), and,
 4. Must be of sound fiscal condition with sufficient funding, facilities, trained management and staff available to commence operations as specified herein, and
 5. Meets Integrity, Tax Liability, Criminal Activity and Debarment provisions contained herein.
- C. Proposer shall be certified and licensed by the Commonwealth of Pennsylvania, as well as any and all other applicable Federal and local agencies, to provide the services as specified in the proposal documents, and shall be in compliance with all Federal, State, and local statutes, rules, regulations, and other prerequisites for providing such services. Submission of a proposal shall be considered as acknowledgment by the proposer that he meets

these qualifications. A certified copy of all licenses, permits, and registrations will be submitted to the County within three (3) days of request by the County.

- D. All professionals provided or made available by Proposer to render services hereunder will be educated, trained, licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Federal, Commonwealth of Pennsylvania, Douglas County and City of Harrisburg laws, rules and regulations. Proposer agrees to furnish the County with a copy of any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, regulations, codes or ordinances. Proposer further certifies that it and its employees are now in compliance with regulatory and licensing requirements and will maintain all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of the resulting contract. All personnel provided by or through proposer will be required to have a “child abuse history clearance” and “criminal history clearance” and medical clearance that they are free from communicable diseases. Failure of Proposer to comply with this paragraph shall constitute a material breach of the awarded contract.
- E. Public Entity Crimes: Any company, including its Corporate Officers, Owners, Partners, Employees, Agents, individuals, or affiliates that will be working on this contract who has been placed on a convicted vendor list, or a suspended bidders list, or debarred bidders, or similar list, maintained by the State of Pennsylvania, or any of its departments or agencies, or by any other federal, state or local government entity or agency, following a conviction for a public entity crime, or who otherwise is currently in convicted, suspended, debarred, etc., status with any such entity, may not submit a proposal on a contract with the County, may not be awarded or perform work as a contractor, supplier, or subcontractors, under a contract with the County, and may not conduct business with the County for a period of thirty-six (36) months from the date of being placed on such a list. Violation of this section by proposer shall result in termination of this Contract and may cause proposer debarment or suspension.

SECTION B: GENERAL PROVISIONS

- A. This request for proposal is not a bid solicitation, nor should proposals be considered bids. The County desires to achieve an efficient and cost-effective project completion.
- B. Proposals shall address in detail the method the vendor will use to perform the services requested and the advantages and disadvantages of using the method detailed, as well as all pertinent steps, quantities of functions to be performed.
- C. The contents of the proposal (including persons identified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase document, delivery order or similar acquisition document may result in the cancellation of the award and such offeror may be removed from future solicitations.
- D. Public Records (Confidentiality or Proprietary Information): The County is subject to all Federal laws, the laws of the Commonwealth of Pennsylvania, and PA Code, Title 37 Standards for County Jails, and voluntarily meets all standards for accreditation by the National Commission on Correctional Health Care Standards. No claim of confidentiality or proprietary information in a response to the RFP will be honored unless a specific exemption from the Right to Know Law exists, and it is cited in the response to the RFP. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

- E. Subcontractors: The proposers intending to perform any portion of the work through subcontractors shall assure that the provisions of this RFP and subsequent contract are applicable to all subcontractors. Proposals submitted in response to this RFP shall include a listing of such subcontractors as the proposer intends to use to perform work under the contract if awarded. This listing is for information only; and shall not be binding; and shall not waive any other requirements of this RFP pertaining to subcontracts or subcontracting plans.

The Contractor shall provide to the County for approval a subcontracting plan, prior to the commencement of performance under the Contract, which identifies the work, if any, to be subcontracted and the proposed Subcontractor. The County reserves the right to approve the work to be subcontracted and the Subcontractor(s), if any. In no case will any subcontracted work be performed prior to County approval.

The Contract shall not be construed to create a contractual relationship of any kind (1) between the County and a Subcontractor or (2) between any persons or entities other than the County and the Contractor.

F. Ownership/Title:

1. All materials and/or products generated or developed by Contractor or Subcontractors under the Contract, or furnished by the County to Contractor or Subcontractors, including, but not limited to, all data and databases, software, customizations, billings, payments and order history, and information contained thereon, and all related documentation (collectively "Materials") shall be, and remain, the sole and exclusive property of the County, with all right, title and interest thereto, and all intellectual property rights therein, in the County; and Contractor agrees to promptly execute any and all documents, if any, which the County may present confirming the County's ownership of and title to such materials and products, without the necessity of any further consideration to Contractor. The Contractor acknowledges and agrees that the Contractor, its employees, company, firm, corporation, including without limitation partners in a joint venture established for performance of the contract, public or private, subcontractors, and agents, will not, directly or indirectly, disclose or allow to be disclosed the Materials to any third party, nor use the Materials or allow the Materials to be used for any purpose other than to perform the services under the Contract for the County now, during the term of the Contract, or in the future, without the written consent of the Dauphin County Commissioners.
2. Contractor specifically agrees that all copyrightable material or products developed or created under the Contract shall be considered works made for hire by Contractor for the County and that such material and products shall, upon creation, be owned exclusively by the County. To the extent that any such material or products, under applicable law, may not be considered work made for hire by Contractor for the County, Contractor hereby agrees to assign and, upon its creation, automatically assigns to the County the ownership of such material, including any copyright or other intellectual property rights in such materials and products, without the necessity of any further consideration. The County shall be entitled to obtain and hold in its own name all copyrights in respect of such materials and products. Contractor shall perform any acts that may be deemed necessary or desirable by the County to evidence more fully the transfer of ownership of all materials and products referred to in this Paragraph to the County to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by the County.
3. These Ownership/Title provisions shall be applicable to, and agreed to by, all Subcontractors.

- G. Contractor Representative: The proposer shall designate in writing the name of a representative who is authorized to address questions and negotiate terms of the contract. Additionally, the proposer shall designate a representative to address and resolve problems and concerns of the County regarding the Contract. The Contractor's Representative shall have the on-site responsibility and authority to implement the provisions of the contract on behalf of the Contractor.
- H. Confidentiality: To the extent permitted by law, proposer and any and all subcontractors and Independent Contractors shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of the County, Dauphin County Prison and its units including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of the County, the County Prison, its units, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. Proposer acknowledges that a breach of this confidentiality provision will cause irreparable injury to the County, and that the remedy at law for any such violation or threatened violation will not be adequate and the County shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. Proposer acknowledges that the County is subject to the Pennsylvania Right to Know Law and acknowledges that any response by the County to a request for information in accordance with the Right to Know Law is not a breach of this provision. Proposer further agrees, upon notification by the County, to assist the County in responding to a Right to Know request relating to their response to this Request for Proposals.
- I. Proposer/Contractor Integrity:
1. The proposer shall not, in connection with this or any other proposal, or resultant contract or agreement, with the County, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty by any officer or employee of the County.
 2. The proposer shall not, in connection with this or any other proposal, or resultant contract or agreement, with the County, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County.
 3. Except with the consent of the County, neither the proposer, or Contractor subsequent to contract award, nor anyone in privity with him or her, shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of services under any resultant contract or agreement except as provided herein.
 4. Except with the consent of the County, the Proposer, or Contractor subsequent to contract award, nor anyone in privity with him or her, shall not have any financial interest in any other proposer, contractor, subcontractor, or supplier providing services, supplies or materials in connection with this or any other County proposal, or resultant contract.
 5. The proposer, or Contractor subsequent to contract award, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

6. The proposer, or Contractor subsequent to contract award, by submission of a proposal and by execution of any subsequent contract or agreement and by the submission of any bills or invoices for payment pursuant, thereto, certifies and represents that it has not violated any of these provisions.
- J. Any Agreement or contract resulting from the acceptance of a proposal shall be on forms supplied by or approved by the County, in a form and format similar to the attached sample, and shall contain, as a minimum, applicable provisions of this RFP. The County reserves the right to reject any Contract which does not conform to the RFP and/or any County requirements for agreements and contracts. The successful proposer must enter into a Contract with the County, the terms and conditions of which must be acceptable to the County, whether addressed in this Request for Proposal or not. If the terms of the Contract cannot be mutually agreed upon, the County reserves the right, at its sole and absolute discretion, to declare an impasse and enter negotiations with another proposer.
- K. Remedies Cumulative: All rights and remedies of the parties evidenced herein or available under applicable law shall be cumulative. In the event either party hereto shall on any occasion fail to perform any term of this Agreement, and the other party shall not enforce that term, the failure to enforce on such occasion shall not prevent enforcement on any other occasion.
- L. Severability: In the event that any part of this Agreement is unenforceable under applicable law, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such unenforceable provisions had never been contained herein.
- M. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- N. Sovereign Immunity: Nothing in this Contract is intended, nor shall it be construed or interpreted, to waive or modify the County immunities and limitations on liability provided for by law in Pennsylvania Statutes Section 76.28, and including but not limited to the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. Section 8541 et seq.
- O. Waiver: Waiver by either party of the strict performance of any term, condition, covenant, or agreement in the contract shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, covenant or agreement.
- P. Debarment:
1. By submission of a proposal and execution of any subsequent contract or agreement, the proposer certifies that neither the firm nor its principals are presently debarred, suspended, or voluntarily excluded from participation in this transaction by any other state or local government or by any Federal department or agency.
 2. The proposer, or Contractor subsequent to contract award, may not enter into any subcontract with any person or firm which has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any other state or local government or and Federal department or agency. By execution of any contract the proposer agrees that it will terminate any subcontract with any person or firm which has been debarred or suspended immediately upon finding out of the debarment or suspension.

3. The proposer, or Contractor subsequent to contract award, agrees that it will incorporate this provision for certification without modification in each subcontract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
4. The Contractor shall provide immediate written notice to the County if the Contractor learns that the certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

Q. Rights and Remedies: For violation of any provisions of the Request for Proposals and/or, any subsequent contract, the County may terminate the contract or agreement, or any other contract or agreement, with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the County. These rights and remedies are cumulative, and the use or nonuse of any one right or remedy shall not preclude the use of all or any other. These rights and remedies are in addition to those the County may have under law, statute, regulation, or otherwise.

R. Catastrophic Limits:

1. The proposer will be responsible for payment of all costs for reasonable and necessary healthcare provided as specified, to inmates. County shall reimburse the vendor for costs associated with those qualifying "catastrophic" illness or injury, hepatitis C, and HIV/AIDS expenses as defined herein which exceed the respective limit. County requires all necessary documents to be signed prior to payment and all third-party billings must be pursued first and documented prior to payment by the County. If the provider or hospital is later reimbursed by a third party, the County shall be reimbursed. Provider must notify County in writing of any individual that has prolonged hospital stays over five (5) days.
 - a. Any contagious illness affecting more than one inmate where the actual costs incurred by the vendor exceed \$30,000 per person, or \$400,000 in the aggregate, or
 - b. Any illness, including any mental illness, affecting any single person where the actual costs incurred by the vendor exceed \$30,000, or
 - c. Any injuries to more than one inmate arising from the same occurrence where the actual costs incurred by the vendor for treatment of inmates so injured exceed \$30,000 per person, or \$400,000 in the aggregate, or
 - d. Any injury to only one inmate where actual costs incurred by the vendor for treatment of the inmate so injured exceed \$30,000
 - e. Any on-site use of AZT or other AIDS/HIV related medications/treatments where the actual cost incurred by the vendor for inmates exceeds \$200,000 per contract year.

f. Any medications/treatments for hepatitis C where the actual cost incurred by the vendor for inmates exceeds \$200,000 per contract year.

2. The catastrophic limits will be applied on a per person per incarceration/detention basis.

3. Proposer, if awarded the Contract will provide itemized charges for infectious disease expenses to the Deputy Warden of Operations each month.

S. Compensation and Payment:

1. All Services provided shall be charged as proposed and accepted by the County in the Contract. The Contractor shall bill the County for products and Services provided to the County; however, the total amount for which the County is obligated shall not exceed the Contract amount for each line item individually or the aggregate Contract amount in total, where applicable.

2. Billing for Services furnished to the County is to be done in accordance with clause, Payments. Invoices shall state the type of Service using the Contract line-item number and the date that Services are provided. All invoices shall reference the Contract and shall be submitted to the appropriate agency. Dauphin County Prison Attn: Deputy Warden of Operations, 501 Mall Road, Harrisburg, PA 17111.

3. The County will pay the Contractor for all Services as specified in the Contract which are provided and accepted by the County pursuant to clause, Inspection and Acceptance of Software and Services. The County reserves the right to withhold, at its sole and absolute discretion, any/or all payments, or portions thereof, without claim or penalty, while such payment denial is under dispute. However, the Contractor shall continue to perform pursuant to the Contract. The County shall notify the Contractor of any payment denial, error, or irregularity.

T. Access to Books, Records and Files:

1. During contract performance, the Contractor agrees to make available to the County within a reasonable time after request, for audit and/or review purposes, all books, records, information, and other documents generated during execution of the Contract including, but not limited to, all documentation prepared and used by the Contractor to support billings, to show work progress, to evaluate quality and performance, and to mark milestone achievement.

2. Until four (4) years after completion of the Contract and final payment by the County for furnishing of Services pursuant to the Contract, the Contractor shall retain and make available for review and audit, within a reasonable time and upon written request of the County or any of its duly authorized representatives, the Contract and books, documents and records of the Contractor, including those identified above, that are necessary to certify the nature and extent of costs incurred by the Contractor under the Contract.

3. If the Contractor carries out any of the duties of the Contract with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period through a subcontract, it must contain a clause to the effect that for a period of four (4) years after the furnishing of Services under the subcontract, the related organization shall make available, upon written request of the County, or any their duly authorized representatives, the Subcontractor's books, documents, and records, including those identified above, that are necessary to verify the nature and extent of costs incurred for subcontract performance.

U. Questions and Notices:

1. Dauphin County Prison for Dauphin County has issued this Request for Proposals on behalf of the Dauphin County Prison. The Deputy Warden of Operations at Dauphin County Prison is the sole point of contact concerning the Request for Proposals.
2. Potential proposers may ask questions about the terms, provisions, requirements, and Technical Specifications of this Request for Proposals. Proposers must prepare their questions in writing and submit them to be received by the County Contact Person identified below. Deadline for submission of questions for pre-proposal conference is 11:00 AM on March 6, 2025. The final deadline for submission of questions is 11:00 AM on March 20, 2025.
3. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and shall be deemed to have been properly given when delivered in person to the person to whom the notice is directed, or one business day after deposit with an overnight delivery service, or three (3) business days after deposit in the United States mail, certified mail, return receipt requested (addressee only), first class postage prepaid, to the parties addressed as follows:

If to the County: Dauphin County Prison
 ATTN: Deputy Warden of Operations
 Proposal for INSTITUTIONAL HEALTHCARE SERVICES – DAUPHIN COUNTY PRISON
 501 Mall Road, Harrisburg, PA 17111
 717-780-6800
 BLeValley@dauphincounty.gov

If to Contractor: TO BE DETERMINED

V. Forms:

1. Criminal History Affidavit: The attached "Affidavit of Criminal History" must be completed and submitted with your proposal. Failure to submit the Affidavit of Criminal History with the Proposal may result in rejection of your proposal. Submission of untruthful, fraudulent, or intentionally misleading information shall be cause for rejecting the proposal.
2. Drug Free Workplace Certificate: The attached "Certificate of Drug Free Workplace" must be completed and submitted with your proposal. Failure to submit the Drug Free Workplace Certificate with the Proposal may result in rejection of your proposal. Submission of untruthful, fraudulent, or intentionally misleading information shall be cause for rejecting the proposal.
3. Qualification Statement: The attached "Qualification Statement" must be completed and submitted with your proposal. Failure to submit the Qualification Statement with the Proposal may result in rejection of your proposal. Submission of untruthful, fraudulent, or intentionally misleading information shall be cause for rejecting the proposal.

4. Security Statement: The attached "Security Statement" must be completed and submitted with your proposal. Failure to submit the Security Statement with the Proposal may result in rejection of your proposal. Submission of untruthful, fraudulent, or intentionally misleading information shall be cause for rejecting the proposal.
5. HIPAA Business Associate Agreement: The attached "HIPAA Business Associate Agreement" must be completed and submitted with your proposal. Failure to submit the HIPAA Business Associate Agreement with the Proposal may result in rejection of your proposal. Submission of untruthful, fraudulent, or intentionally misleading information shall be cause for rejecting the proposal.

SECTION C: Evaluation of Proposals

- A. The competitive method used for this procurement of services is a Request for Proposals (RFP). A proposal submitted in response will be reviewed for compliance with the terms and requirements of the RFP. Every proposal must establish in writing the proposer's qualifications, ability to perform the services offered in a timely fashion, and the overall quality of services offered. Every proposal will be scored as outlined below.
- B. All proposals, submitted by responsible vendors, which are responsive to the Request for Proposals at the time proposals are opened, shall be evaluated for overall conformance with the Technical Specifications and the Proposer's proven capability and available capacity to perform the Services as specified, and consistency with the County's needs and priorities. The County may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the County may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on the negotiations. Contract award will be based on the offers submitted as well as any and all negotiations conducted with due consideration being given to evaluation of the following factors, not shown in any priority order, as they apply to furnishing cost-effective healthcare.
- C. Responsibility: Responsibility is a measure of a proposer's qualifications, capability and capacity, including staff, facilities and financial resources, to successfully and adequately perform the work, meeting all requirements of the Contract including, but not limited to the quality of Services provided and the ability to meet delivery dates and performance schedules. Proposals submitted by a non-responsible proposer may be rejected by the County.
- D. Responsive Proposals will be evaluated by a selection committee based on the following criteria.
 1. Technical Specifications: Effectiveness of the Proposer's technical plan in implementing the Institutional Healthcare Services; the Proposer's understanding of the Scope of Services; implementation plan; adequacy, feasibility and quality of the Services proposed; experience and credentials of key personnel and their ability to execute the services specified; and, effectiveness of Proposer's staffing plan considering.
 - Compliance with Technical Specifications; efficiency and effectiveness of product(s) offered; technological approach to the project; and enhancement potential;
 - Functional and Technical Fit;

- Capacity and Capability to support and enhance Prison operations;
- Additional Services available;
- Quality of Services offered;
- Capacity to work with and ability to interface with other County information systems;
- Speed of implementation and a proven record of capability and capacity to meet the timelines contained herein;
- Imaginative approaches to cost savings;
- Extent to which Services proposed and related procedures impact County staff performance and improve County operations;
- Clarity of proposal;
- Experience handling public sector accounts; and
- Other pertinent considerations in the Technical Specifications.

When evaluating Technical Specifications, the evaluation committee will examine:

OPERATIONS PLAN: Measured in terms of the effectiveness of the Proposer's technical plan in implementing the Institutional Healthcare Services, and the Proposer's understanding of the Scope of Services required including Quality Assurance to fulfill the contractual requirements. Includes implementation plan to begin providing services at day one, hour one. a) Outline services to be provided; b) Administrative Requirements including attendance at Prison Board Meetings; c) Care & Treatment Requirements: Intake Screening, History & Physical Examination including blood draws at the Justice Center, Physician Services, Nursing Services, Sick Call, Pill Call; d) Psychiatric Physician Services and other mental health services; e) Health Records Maintenance Requirements: Data Collection procedures, processing & reporting, & automated records management system); f) Quality Improvement & utilization review procedure Requirements; g) Infection Control; h) Healthcare Grievances; i) Policies & Procedures; j) Financial Requirements; k) Office & Clinical Supplies, Furniture & Equipment; l) Fees for Medical Services; m) Inmate Outside the Facility; n) Catastrophic Limits; o) Off the Street Injuries; and p) Off-Site Specialty & Hospital Care.

NOTE: Opioid identification and Medication Assistance Programming shall be procured under a separate RFP however these services may be negotiated with the successful proposer.

STAFFING PLAN: Measured in terms of Proposer's understanding of the Scope of Services required, experience and credentials of key personnel and their ability to execute the services specified in this RFP and effectiveness of Proposer's staffing plan per facility, per post, per shift. a) Rationale for number & types of staff; b) Job descriptions; c) Post descriptions; d) Staff orientation program; e) Explain staffing for the following: The following services are to be provided on site: ambulatory care, diagnostic services, dental, and eye care. The following services are to be provided off site: specialty care, emergency care for medical and psychiatric patients. Inpatient care for medical patients will be provided on site (infirmery) and off site (hospital).

CONTINUITY OF CARE – AFTERCARE: Providers to describe continuity of care process for community aftercare following release (Pre-release / post discharge planning and provision of services.)

2. Vendor qualifications as it relates to the stability of the company, the ability to respond rapidly to staffing needs, reliability of service, geographical accessibility to other units, history of cooperativeness and

flexibility, and the ability to carry out the project and deliver the products and perform the Services. considering:

- Company stability;
- Proven capacity to deliver prompt and complete Service on time;
- Assurances of continued Service;
- Ability to comply with Federal, State and local statutory and regulatory requirements; and
- Project management plan.

When evaluating vendor qualifications, the evaluation committee will examine:

ORGANIZATION, QUALITY OF CARE & PROGRAM CAPABILITY: Measured in terms of: a) organizational structure and corporate and staff qualifications (executives & management staff, title, length of employment & qualifications, resumes, certifications & licenses); b) Proposer's current and past experience in delivering healthcare services in an institutional or correctional/jail setting; c) Proposer's history (including staff) of: litigation, judgments, settlements, any state, federal or grand jury investigations and/or class action litigation and/or debarments; d) documentation of institution's accreditation(s) by appropriate accrediting body, i.e. ACA, NCCHC; and e) documentation as to whether your firm is HIPAA compliant, and the policies, procedures and training related thereto.

3. Price offered to deliver products and costs to perform Services. Ability to address all Requirements so that comprehensive physical health and mental health services are provided in a cost-effective manner, including concerns for matters such as: the County's desire to integrate all aspects of its mental health program into the correctional health system so as to maximize cost effectiveness while ensuring that the program provides good care.
 - Costs and prices offered as listed in the Proposal Pricing Form
 - Total Cost to implement and operate the System
 - Cost controls required for the County
4. Evaluation criteria will be based primarily on respondent's technical capabilities and qualifications with price as a secondary factor.
5. Recommendations regarding services for Dauphin County Prison will be submitted directly to the Deputy Warden of Operations as required above.

TECHNICAL SPECIFICATIONS

**REQUEST FOR PROPOSALS
INSTITUTIONAL HEALTHCARE SERVICES
DAUPHIN COUNTY PRISON
DAUPHIN COUNTY, PA**

TABLE OF CONTENTS

PART I – DAUPHIN COUNTY PRISON

Introduction	45
Site Information	45
Background	45
Required Criteria	45
Facility Location	45
Statistical Information	47
Admission Information	47
Gender Breakdown	49
Year End Statistics	49
Facility Description	50
Available Hospital Facilities	52
On-Site Clinics	52
Off-Site Clinics	52
Proposer Qualifications	52
Program Requirements.....	53
Administrative Requirements	54
Statistics	54
Staffing	56
Care and Treatment Requirements	58
Mental Health Services	59
Medical Services	63
Health Records.....	65
Quality Improvement	65
Infection Control	66
Policy and Procedure	66
ATTACHMENTS	
Attachment I - Equipment / Furnishings	69-70

Part I – Dauphin County Prison

Introduction

Dauphin County (the Prison Board and Prison of the County) and (the Court of Common Pleas), Pennsylvania, are seeking proposals for its vendor supplied inmate healthcare system. The purpose of this Request for Proposal (RFP) is to solicit solutions from qualified vendors for the provision of comprehensive healthcare services, healthcare personnel and program support services for the inmates of the Dauphin County Prison inclusive of two (2) facilities: the main Prison building and campus and the Judicial Center as well as separately, the Dauphin County Work Release Center operated by the Court of Common Pleas. The Prison is currently accredited by the National Commission on Correctional Health Care. The Prison has two (2) physical facilities: the Prison and the Judicial Center (an intake facility). The Court of Common Pleas operates the Work Release Center. One proposal for all three (3) locations is expected. The expected results are the provision of excellent healthcare services in an efficient and cost-effective manner. Dauphin County is in South Central Pennsylvania. The County is the home of the Commonwealth of Pennsylvania’s capitol city, the City of Harrisburg. The population is about 290,000 residents in 29 municipalities occupying a land area of approximately 558 square miles. The County has one large metropolitan center, the City of Harrisburg, and numerous large suburban areas such as Hershey and it is experiencing rapid growth. Its landscape is physically diverse ranging from rural agricultural, residential/suburban, to urban settings. The County’s primary industries include tourism, government, manufacturing, and distribution.

1.

Background

1.1

Dauphin County Prison

The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible for submitting technical proposals based upon their program that will meet the goals and objectives set forth herein. Proposers should identify any special features/value added components of proposal and describe how the special features/value added components affect base price proposed. The single proposal will also include Cost/Fees for the Dauphin County Work Release Center.

1.2

Proposals must meet the following criteria:

1.2.1

Nationally recognized jail standards, including but not necessarily limited to those established by the National Commission on Correctional Health Care; Regulations and Standards set forth by the Commonwealth of Pennsylvania and/or its agencies governing inmate health care.

1.2.2

Provided by competent credentialed healthcare professionals.

1.2.3

Managed by professional administrators.

1.2.4

Ensures cost-effective, quality healthcare results.

2.1

Facility Locations: Dauphin County Prison, 501 Mall Road, Harrisburg Pennsylvania 17111. Dauphin County Work Release, 919 Gibson Blvd., Harrisburg, Pennsylvania 17113. Dauphin County Judicial Center, 451 Mall Road, Harrisburg Pennsylvania 17111.

2.2 Accreditation: NCCHC certification was completed on June 21, 2024.

3.

Statistical Information:

3.1 Jail Admissions

2021 3,613 intake screenings
2022 4,028 intake screenings
2023 4,065 intake screenings
2024 3,829 intake screenings

3.2 Gender Breakdown

2021 Male 835 Female 81 Note: only tracked for the second half of 2021
2022 Male 835 Female 92
2023 Male 851 Female 92
2024 Male 756 Female 73

3.3 Healthcare Statistics

BALANCE OF PAGE IS INTENTIONALLY BLANK

Facility: 002 - DCP - DAUPHIN COUNTY PRISON

	2021	2022	2023	2024	
FACILITY STATISTICS					
Monthly ADP	916	926	943	829	
Monthly ADP Male	835	835	851	756	Note 2021 data was tracked final 6 mos of 2021
Monthly ADP Female	81	92	92	73	Note 2021 data was tracked final 6 mos of 2021
Monthly ADP Identify as Other					
Total # of Intake Screenings	3613	4028	4065	3829	
Clearance for Incarceration Refusals				49	
# of Intake Refusals				93	
Substance Use/ MAT					
Total # of Patients Detox	930	1193	876	952	
# of Patients Detox Opioids	153	530	518	621	
# of Patients Detox ETOH	389	385	298	338	
# of Patients Detoxed Benzodiazepines	155	258	158	184	
# of Patients Detoxed Methamphetamines			318	334	
Total # of Patients on MAT			759	889	
# of Intakes on Continuation of MAT			223	301	
# of New Patient MAT Inductions			2	0	
# of Patients on Methadone	119	177	192	167	
# of Patients on Suboxone	10	12	6	0	
# of Patients on Subutex	135	274	530	661	
# of Patients on Sublocade			0	0	
# of Patients on Oral Naltrexone			24	57	
# of Patients on Vivitrol	2	1	10	5	
Administrative					
Total # of Grievances	111	128	124	191	
# of Founded Grievances	12	16	6	31	
# of Patient Deaths	3	2	2	2	
Total # of Adverse Clinical Events	351	288	340	301	
# of Patients Placed in Restraints	52	41	35	42	
# of Intake Refusals			68	93	
Total # of Medical Housing Admissions	0	0	0	0	
Medical Transports					
Total # of Patients admitted to the Hospital	76	84	150	141	
Total # of Patient Hospital Days	608	463	620	585	
Total # of ER Transports via Ambulance	129	110	149	187	
Total # of Transports	1132	1034	858	865	
Cardiology	15	30	20	25	
Dermatology	1	3	9	13	
Dialysis	4	0	2	0	
ENT	21	9	17	9	
Emergency Room	220	241	309	361	
Gastroenterology	10	8	4	26	
General Surgery	32	19	5	11	
Hematology/Oncology	42	3	7	13	
Methadone Outside consult	461	375	156	0	Inmates dosed at the facility 2024
Neurology/Neurosurgery	11	10	23	33	
OB/GYN	29	67	47	27	
Ophthalmology	22	102	30	15	
Oral Surgery	0	0	1	6	
Orthopedics	138	102	84	88	
Physical Therapy	43	37	8	34	
Plastic Surgery	1	2	5	4	
Podiatry	1	6	6	9	
Urology	11	16	15	9	
Wound Clinic	6	5	5	24	
Surgery Performed	29	19	19	17	
Imaging (CT, MRI, etc.)	56	45	50	64	
Diagnostic Test (outside)	8	4	4	26	
Other Trips / Outside Consults	63	25	34	47	
Total # of Missed Outside Appointments	14	39	28	33	
MEDICAL					
Total # of Nurse Sick Calls	4521	2072	1540	1592	
Total # of Provider Sick Calls	3019	7577	9116	8077	
# of MD Sick Calls	1020	1935	673	584	
# of NP/PA Sick Calls	1999	5653	8390	7493	
Total # of Patients in Medical Chronic Care		1180	1183	716	
# in CCC - Asthma (COPD/Pulmonary)	515	230	193	183	
# in CCC - Cardiac (Hypertension)	971	539	362	249	
# in CCC - Diabetes	329	150	47	15	
# in CCC - HCV	196	87	47	34	
# in CCC - HIV/AIDS	200	80	41	26	
# in CCC - Juvenile/Elderly			72	52	
# in CCC - Neuro	208	73	42	49	
# in CCC - Pregnancy	27	21	10	14	
# in CCC -Sickle Cell Disease	0	0	10	8	

# in CCC -TB	0	0	0	0
# in CCC - Thyroid			21	8
# in CCC - Medical/Misc (Other)	0	0	338	78
Total # of Pregnant Females	37	67	72	37
# of Miscarriages	1	0	0	1
# of Abortions	0	0	0	1
# of Deliveries	0	1	2	0
Total # of Patients on Medical Meds	5017	4501	7624	6744
% ADP on Medical Meds	45.69%	40.52%	68%	68%
Total # of 14-Day Physicals			2567	2315
Total # of Annual Physicals	260	191	318	336
Total # of In-House EKG's	908	643	798	503
Total # of In-House X-Ray's	472	538	720	765

INFECTIOUS DISEASE

Total # of HIV Tests Performed	129	183	150	203
# of HIV Positive Detected at Facility	5	2	0	0
# Receiving HIV Medication or ART	0	125	174	129
Total # HCV Tests Performed	0	6	40	43
# of HCV Positive Detected at Facility	0	0	0	2
# Receiving HCV Treatment	0	1	15	8
Total # of Other Hepatitis Tests Performed	0	0	40	55
# of Hepatitis A Cases Detected at Facility	0	0	2	0
# of Hepatitis B Cases Detected at Facility	0	0	2	0
Total # of RPR Tests Performed	60	27	100	170
# of Syphilis Cases Detected at Facility	4	2	12	1
Total # of GC/CT Tests Performed	0	0	79	39
# of Gonorrhea Cases Detected at Facility	12	0	5	3
# of Chlamydia Cases Detected at Facility	0	0	11	5
Total # of COVID-19 Tests Performed	5580	6146	5865	498
# of COVID-19 Cases Detected at Facility	214	134	109	19
# of COVID-19 Vaccines Administered	589	45	11	0
Total # of Patients Isolated for MRSA	48	22	4	4
# of MRSA Cases Detected at Facility	11	11	2	2
Total # of TB Tests Performed	3859	3982	4282	4204
# of TB Cases Detected at Facility	152	72	0	0
# Receiving TB Treatment	0	0	0	0

BEHAVIORAL HEALTH

Total # of Psychiatrist/Psych Sick Calls	2879	3025	3737	3283
Total # of Behavioral Health Sick Calls	2473	2574	9230	11916
Total # of Behavioral Health Groups	0	0	0	0
Total # of Patients in BH CCC			1725	471
# of CCC - Bipolar & Related Disorders			605	190
# of CCC - Depressive Disorder			665	90
# of CCC - Schizophrenia Spectrum & Other			1270	280
Total # of Patients on Psych Meds	3699	4037	4346	4109
% ADP on Psych Meds	33.74%	36.33%	38.80%	41.60%
Total # of Patients on MHSR-A	3364	3515	3385	2946
% of Patients on MHSR-A	30.80%	31.62%	30.20%	29.70%
Total # of Patients on MHSR-B	1484	1945	1334	815
% of Patients on MHSR-B	13.50%	17.51%	11.90%	8.20%
Total # of Patients on MHSR-C	3999	4315	5399	5539
% of Patients on MHSR-C	36.38%	38.79%	48.30%	56%
Total # of Patients on MHSR-D	1362	1168	1351	1225
% of Patients on MHSR-D	12.41%	10.52%	12.10%	12.40%
Total # of Patients on Suicide Watch	797	788	1110	1466
Mental Health Observation				682
Total # of Involuntary M.H. Commitments	11	4	17	9
# of Patients Waiting Transfer to State Hospital	32	50	47	35
# of Patients w/Involuntary Med/Tx Orders	0	31	17	1
# of Suicide Attempts	7	23		38

DENTAL

Total # of Dentist Sick Calls	1585	1398	1296	1739
# of Fillings	12	7	11	5
# of Exams	912	946	1197	1257
# of Extractions	206	155	164	162
# of Other	409	376	177	193
# of Annual Dental Exams	379	423	449	441

Dauphin County Prison Population
as of December 31, 2024 12:02 am

	Male	Female		Totals	% of Total
Mainside :	462	7	0	469	
Spring Creek :	76	53	0	129	
PRC :	0	0	0	0	
POD :	199	10	0	209	
Prison Total :	737	70	0	807	86 %
Work Release :	116	18	0	134	14 %
Total Inmates	853	88	0	941	
UnSentenced :	685	70	0	755	80%
Part Sentenced :	24	1	0	25	3%
Fully Sentenced :	144	17	0	161	17%
Total Inmates :	853	88	0	941	

BALANCE OF PAGE IS INTENTIONALLY BLANK

5.

Facility Descriptions

5.1

This proposal deals with three (3) facilities. The main prison is in the periphery of the City of Harrisburg near a large redeveloping Mall and active retail center. The main prison is a multi-story facility housing maximum, medium and minimum-security males, females and juveniles adjudicated as adults by the Dauphin County Judicial System. The prison also has disciplinary holding for violent disciplinary needs, and it houses medically ill and mentally ill inmates, it has camera monitoring. The jail holds some non-Dauphin County inmates. Next to this facility is the Judicial Center which serves as the intake receiving facility for all detainees, after their arrest awaiting arraignment by a judicial authority. Blood draws for driving under the influence are necessary at this facility. The Work Release Center is in an entirely different location on the outskirts of the City of Harrisburg. It holds sentenced persons who are allowed to work and then return to the facility.

5.1.1

In the Prison the following apply:

Medical space in Main Side medical unit approximately 2,500 sq ft

Medical space on Spring Creek unit approximately 600 sq ft

Medical space on P unit approximately 300 sq ft

Medical space on Q unit approximately 300 sq ft

5.1.2 Prison History

Facility built in 1954 units A-D

Facility expanded in 1979 units E & F

Spring Creek area addition 1985

P&Q units added 1995

5.1.3 Prison Beds

Beds available Main Side units A – F and L&M = 124

Beds available on pods P = 118 beds

Q = 118 beds

Special housing = 69

Juvenile housing = 7

Dayroom bed space throughout the facility = 401

Beds available on Spring Creek Spring Creek = 41 beds

5.1.4 Judicial Center

Temporary holding cells only

5.1.5 Work Release Center

Work release male = 274

Work release female = 74

5.1.5 Facility Chart – Cells/Day Rooms /Other

Dauphin County Prison								
Main Side			Spring Creek Center			POD		
A Block	30 / 60		G Dorm	40 / 56	8Rms(4-8)	P Block	64 / 122* (6 Hcp.)	
B Block	30 / 60		H Dorm	40 / 56	8Rms(4-8)	Q Block	64 / 122* (6 Hcp.)	
C Block	30 / 60		I Dorm	40 / 56	8Rms(4-8)			
D Block	30 / 60		J Dorm	20 / 28	4Rms(4-8)	TOTAL	128 / 244	
E Block	30 / 60							
F Block	30 / 60		K Block	20 / 40				
L Block	14 / 28		K Annex	12 / 23* (1 Hcp.)		TOTAL		
M Block	14 / 14					Area	Cells	Beds
			TOTAL	172 / 259		MainSide	208	402
TOTAL	208 / 402					Spring Ck.	172	259
						POD	128	244
Special Cells								
L Block						TOTAL	508	905
Annex (BAU) [5]								
M Block								
Neg. Air Flow [2]						WORK RELEASE		
Segregation [3]						FWRC	74	
Shakedown [6]						MWRC	274	
SCYO 7						TOTAL	348	
TOTAL	23							

Day Rooms		Total Number of Beds	
		Single Cell	508
A	20	Double Cell	905
B	20	Use of Day Rooms	401
C	20		
D	20	Double Cell + Day Rooms	1306
E-COR	14	Shakedown	6
F	20	Seg	3
G	0	SCYO	7
H	0	TOTAL	1322
I	0	Special L-Annex	5
J	5	M Special	2
K	36	GRAND TOTAL DCP In House	1329
L	10	Beds	
P-1	25	7 double bunks + 3 beds	
P-2	17		
P-3	17		
P-4	17		
P-5	17		
P-6	25		
Q-1	25		
Q-2	17		
Q-3	17		
Q-4	17		
Q-5	17		
Q-6	25		
Total	401		

5.2.1

The medical department operates on site with 24-hour, 7 day a week staff coverage, with staff going to housing areas for medication distribution and medical code responses. Some sick call triage is also performed in the housing areas. Pill calls and sick calls are the responsibility of the proposer. Proposers will respond to calls of "All Guards" which indicate emergencies generally and to medical emergencies.

5.3

Dauphin County Prison is located in the City of Harrisburg, Pennsylvania, within a few miles of one (1) major Hospital and the area is noted for a multitude of physician and health care providers. This institution has maximum/medium/minimum/trustee prisoner classification levels. It also has a significant number of inmate programs operating.

5.3.1

Medical facilities are designed with the health and well-being of the inmates in mind. The jail offers a number of beneficial programs to sentenced prisoners and detainees alike. Among them Adult Basic Education, Special Ed, GED Diploma, Drug/Alcohol, Conflict Resolution, Anger Management, Job Skills, Effective Parenting, AA, NA, Spiritual Counseling, Re-Entry Programs for males and females, and numerous others.

5.4

Hospitals Utilized by Facilities:

The successful proposer will be responsible for making their own contract arrangements with hospitals for mental health assessments and for following Act 22 guidelines for inpatient billing.

PROPOSER QUALIFICATIONS

1.

Proposer Qualifications: The following qualifications are **mandatory** requirements. Failure to meet the requirements may result in removing your firm from consideration.

1.1

Proposals shall be considered only from Proposers who can clearly demonstrate to the Dauphin County Prison (DCP) a professional ability to perform the type of work specified within the Request for Proposal.

1.2

Proposer must be actively engaged in providing comprehensive health care services in large medical facilities, institutional facilities, prisons or large jails.

1.3

Proposer must be currently providing comprehensive health care services to large medical facilities, institutional facilities, prisons, or large jails.

1.4

Proposer must be capable of providing quality health care services in a competent and cost-effective manner.

1.5

Proposer must be able to demonstrate their experience in obtaining and maintaining accreditation in the healthcare field or with prisons or jails for ACA and NCCHC.

1.6

Proposer must be able to provide the name(s) and qualifications with references of those individual(s) who could potentially be responsible for managing on-site operations (Health Services Administrator), be responsible for managing the clinical operations (Medical Director), and any and all Company personnel who will be handling this contract.

1.7

Successful Proposer, at its sole expense, shall obtain and submit the following documents to the County for all of its personnel providing services under this proposal; (1) FBI Background Check, (2) NCIC Background Check and (3) Childline Clearance. The County retains the right to prohibit any individual from entering the Prison based upon the information contained in any of these documents. Said documents must be provided for all current employees and volunteers and for all new employees and volunteers before they can enter the Prison to provide services pursuant to this proposal. Background checks and criminal convictions will be grounds for excluding the bid.

2.

Specifications and Program Requirements

2.1

The successful Proposer will be expected to meet the following specifications and program requirements. The listing is not intended to be inclusive but shall be a guideline with recommendation for the development of a health care program for the inmates housed within DCP's jail facilities. This includes but is not limited to:

2.1.1

Medical screening at intake

2.1.2

Sick call

2.1.3

Medical Housing Care

2.1.4

Pharmaceutical and diagnostic related services

2.1.5

Inmate Worker clearances

2.1.6

Health assessments

2.1.7

Continuity of care for identified health problems

2.1.8

Detoxification

2.1.9

Emergency services

2.1.10

Infection control

2.1.11

Mental Health

1.1.12

Pill call

In coordination with DCP security staff, shall also include special counseling staff for administration of chemical and/or medication Intervention.

2.2

The successful Proposer will be responsible for payment of medical care costs for inmates with a pre-existing illness or injury after they are officially booked and processed by DCP. If recoverable, payment for medical care for pre-existing or self-inflicted illness or injury shall be the responsibility of the inmate and the Proposer may pursue payment from the inmate for such care. Successful Proposer will not be responsible for major injuries to individuals caused by a municipality or city during or at the time of arrest requiring hospital treatment and/or hospitalization before acceptance into the Prison or Work Release facilities. However, successful proposer shall be responsible for

follow-up care of an individual under these circumstances after the individual has been officially accepted for admission to DCP under the requirements of PA Code Title 37, regarding the admission of sick or injured prisoners, and who are processed into DCP. Nothing in this section shall be deemed or construed to allow Proposer to implement medical screening guidelines requiring inmates at a hospital with a minor injury or routine illness to have medical clearance before acceptance into the Dauphin County Prison, Judicial Center. Medical care for inmates at Work Release except for care delivered during the hours when the Work release inmate is physically at the Work Release facility shall be the responsibility of the inmate.

2.3

The successful Proposer will be expected to provide comprehensive services which meet the NCCHC and PA. Code Title 37 sections included but not limited to: 95.221; 95.224; 95.232; 95.235; 95.241; 95.242; 95.243; 95.246; 95.248 Standards for health services in jail facilities, Federal, State, and local laws, statutes and ordinances governing health care personnel and delivery of health care services. If DCP attains additional facility certifications in the future, proposer would be responsible to make medical services compliant (i.e.: ACA).

3.

Administrative Requirements

3.1

A full-time designated physician (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health care. Any change in physician will require the approval of the Warden or may be done anytime at his request for any reason.

3.2

A full time Health System Manager/Administrator with the authority to oversee the administrative requirements of health care programs such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, health record keeping, and other management services.

3.3

Copies of clearly defined written Contracts or letters of understanding for twenty-four (24) hour service with hospitals, physicians, ambulance companies, and others involved in providing care to inmates will be provided to the Warden of Dauphin County Prison, the Deputy Warden of Operations, or designee.

3.4

Clearly defined written policies and procedures to include, at a minimum, those required by NCCHC standards and in correlation with DCP's policies and procedures for service delivery and personnel.

3.5

A comprehensive monthly and annual statistical report separated by each facility and in the cumulative for all facilities will be forwarded to the Warden or designee in accordance with NCCHC standards. In addition, monthly and daily statistics will be required by site and in total:

3.5.1

Monthly statistical reports shall be submitted by the seventh calendar day of each month to the Deputy Warden of Operations, the Warden of DCP, or designee to include, but not limited to:

- Purified Protein Derivatives (PPD) administered
- Positive PPDs
- Follow-up chest X-rays
- Inmates on Isoniazid (INH) and completed INH.
- Tests administered and number of:
- Positive gonorrhea, syphilis, chlamydia, and hepatitis cases.
- Positive AIDS and syphilis
- HIV tests administered

- HIV tests positive
- HIV positive treated during the month
- AIDS cases diagnosed during the month
- Chicken pox cases identified
- TB cases identified
- Average number of inmates
- Deaths during the month
- Clinic visits
- Clinic visits seen by physician
- Clinic visits seen by PA/CRNP
- Medical intake screenings
- Health assessments
- Dental clinic visits
- Commitments on psychotropic medication
- Commitments with MH/ID/A Case Manager
- Commitments who are suicidal and placed directly on status
- Commitments with past suicide attempts
- Commitments with mental illness and drug/alcohol problems
- Mentally ill commitments with previous incarcerations
- Average age of mentally ill inmates
- Mentally ill inmates with severe head injuries
- Race of inmates with mental illness
- Sex of inmates with mental illness
- Marital status of inmates with mental illness
- Number of mental health patient contacts
- Number of MH/ID/A petitions, hearings and admissions
- Number of psychiatric consults
- Monthly data concerning suicide attempts
- Other data deemed appropriate by the Warden or designee

3.5.2

Daily Statistics submitted to the Deputy Warden of Operations or designee for the previous twenty-four (24) hours by 10:30 A.M. to include:

3.5.2.1

Off-site emergency room visits and hospital admissions with inmate's name by facility.

3.5.2.2

Status of inmates (all) in local hospitals

3.5.2.3

Staffing rosters by post, shift, and facility

3.5.2.4

Unusual occurrences

3.5.2.5

Suicide related data

3.6

On a monthly basis, the Proposer's administrative staff shall have a documented meeting with DCP's Warden and or staff designated by DCP's Warden to evaluate statistics, program effectiveness, and related medical issues.

3.7

A written disaster plan identifying health care staff's roles and health care supplies needed on hand in case of a natural disaster or pandemic illness. This disaster plan is to be made available to the Warden within sixty (60) days of start of contract and annually updated and made available to the Warden or Warden's designee thereafter.

4.

Level of Service: These minimum requirements listed below are set as minimum guidelines for proposers to perform the service requested. Final staffing for the program will be mutually agreed upon by written contract between the successful proposer and the County.

4.1

Sufficient staff for twenty-four (24) hours of coverage identified by discipline, post, shift, and facility. See also the Staffing Matrix included in the sample contract XXVII. Not all staff will be required at each facility. Proposer can identify per facility and functions at each the staffing suggested for each. However adequate staffing must be present to ensure:

- One (1) Full Time Health Administrator
- One (1) Full Time Director of Nursing, Medical
- One (1) Full Time Director of Nursing, Mental Health
- One (1) Full Time Assistance Director of Nursing, Chronic Care
- One (1) Medical Director / Responsible Physician (24 hrs/wk on site, on call 24 hours a day)
- One (1) Full Time Physician Assistant
- One (1) Part Time Nurse Practitioner (30+ hours)
- One (1) Full Time Charge Registered Nurses (RN) or Licensed Practical Nurse (LPN) on every shift seven (7) days a week
- Four (4) Full Time RN/LPNs on 1st and 2nd Shift Monday through Friday, Three (3) RN/LPNs on Saturdays and Sundays. At least one RN must be on duty for all shifts throughout the week
- Two (2) Medical Assistants on all shifts, seven (7) days a week. One (1) Medical Assistant shall be dedicated to complete medical intakes in the commitment area on all shifts, seven (7) days per week. One (1) Full Time Medical Secretary
- One (1) Full Time Medical Records Clerk
- One (1) Part Time Psychiatrist (12-16 hours / week and on call consultations)
- Five (5) Full Time Licensed Clinicians, Masters level or above. Monday through Friday, 8:00 a.m. - 8:00 p.m., Saturdays 8:00 a.m. - 4:30 p.m.
- One (1) Full Time Certified Licensed Mental Health Professional
- One (1) Part Time Dentist (12 hours a week)
- **One (1) Full Time Medication Assisted Treatment (MAT) Coordinator [If Proposer desires to submit on MAT. A separate MAT RFP is being issued Proposer Mat. Nevertheless, Proposer may but is not required to do so, submit with its proposal MAT services and staffing]**
- **One (1) Full Time MAT Nurse, Seven (7) days a week 8:00 a.m. – 4:00 p.m. shift [If Proposer desires to submit on MAT as well.]**
- **Two (2) Full Time MAT Drug & Alcohol Counselors [If Proposer desires to submit on MAT as well.]**
- Medical Coverage at all times
- Intake Screening on all inmates upon admission

- Detainee clearance of all detainees brought into the facility shall be completed and hospital referrals made as medically necessary.
- Health Assessments on inmates within 10-14 days of admission to the jails
- Sick Call triage and follow-up daily
- Appropriate and timely responses to medical needs and emergencies
- Proposer will have staff assigned to sit on the County's MISA Team 4.2

Sufficient physician staff to provide the required needs of the population identified by facility. Twenty-four (24) hour physician on-call services with availability and on-site needs system-wide are required. Twenty-four (24) hours is defined as: Physician must be available to respond, as needed, whether by telephone, page, or in person, 24 hours per day, seven (7) days per week including holidays.

4.3

Sufficient clerical support staff to support the medical program.

4.4

Sufficient medical, administrative, health records staff and other ancillary staff to support the program needs.

4.5

Written job descriptions and post orders to define specific duties and responsibilities for all assignments at each facility must be available at each site. 4.6

Copies of staffing schedules for all healthcare staff are to be posted in designated areas and shall be submitted to the Deputy Warden of Operations and the Warden or designee on a weekly basis.

4.7

The final contract with the successful Proposer will include liquidated damages for staffing and performance-related non-compliance issues. See clause, Liquidated Damages in Terms and Conditions.

4.8

The successful proposer shall ensure that a current Pennsylvania Driver's license, state identification card, social security card, current applicable license, and current CPR card (front and back) are submitted for security and background clearances for each prospective employee. Once security clearance is provided, a negative drug screen and clear Child Line Background verification is to be submitted prior to DCP's approval for working at the Prison. All appropriate malpractice insurance must be on file for all physicians, physician assistants, nurse practitioners, and other professional employees, if applicable. All testing will be performed by a lab approved by DCP.

4.9

All medical staff shall complete the 4-hour or 40-hour New Hire Training course (per established training scheduling) and pass the final exam prior to beginning work within the facility. If the 4-hour training is completed prior to employment, medical staff shall complete the 40-hour/4-week New Hire Training course and pass the final exam within one year of their start date.

4.10

A written employee orientation and ongoing staff development/training is to be provided. The proposal should outline the frequency of training for each staff position and meet applicable NCCHC Standards. In addition, successful proposer's employees will be required to attend three (3) weeks of basic security training for new hires and annual sessions required by DCP.

4.11

Provisions for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order being written are to be in place. Proposer shall ensure that prescribed medications are provided to inmates within eight (8) hours of the order being written, unless the prescription is for STAT in which case the

prescribed medication will be provided to the inmate within four (4) hours of the order being given. All medications that are able to be crushed should be dispensed in crushed form.

4.12

Proposer shall submit a formulary plan for review. Regardless of the vendor, the "Proposer" shall be accountable for administering and monitoring all medication usage in the best interest of DCP and the County.

4.13

The written pharmacy program plan shall address how the administration of medications will be recorded, how accountability for narcotics and Class II medications will be done, and the procedure(s) that will be followed to ensure that inmates receive their medications as ordered. Appropriate Federal, State, and local laws/regulations and licenses are the responsibility of the Proposer and shall be maintained.

4.14

Dental Services. Basic dental care will be provided by a licensed dentist, including but not limited to extractions. All services are to be provided in compliance with NCCHC standards, including yearly evaluations and dental cleanings. The dentist is responsible for documenting all aspects of the inmate's dental condition. These records are to be maintained in the inmate's medical record. X-rays are to be used for diagnostic and treatment purposes. The dental provider is responsible for making referrals to outside oral surgeons if necessary. Maintenance of all equipment and supplies will be the responsibility of the Proposer.

4.15

Mental Health Services. Mental Health Services will be available to all inmates from the time of their commitment up to the time of their release, with referral services to them after release. The proposer will provide psychiatric and psychological services as clinically indicated and legally required within the prison and with NCCHC standards. The receiving screening will identify any mental health issues and will be referred to the psychiatrist or psychologist when appropriate. Mental Health Services will include evaluation, ordering medication, group or individual counseling and diagnostic or psychological testing. Previous outside providers will be contacted to verify treatment history. The psychiatrist will be responsible for evaluation of inmates on suicide statuses.

4.16

Description of program shall include patient education, training for Correctional Officers to include mental health, suicide prevention and/or other topics as requested by Warden/designee, special programs to be made available, special management tools (i.e.- computerization of a medical records system), health record system, how quality and effectiveness of program will be assured, and any unique features of the program it proposes (only items that are included in the base price).

4.17

In response to Federal, State or local health emergencies and/or recommendations, no staff changes to this contract shall be implemented unless authorized and approved by the Dauphin County Board of Commissioners.

4.18

The County reserves the right to prohibit the proposer from using any of proposer's employees and/or independent contractors from performing any services with regard to this contract when doing so would be in the best interest of DCP and the County.

4.17

DCP reserves the right to search any person, property or article entering its facilities as well as any vehicle on prison or any of the related facility grounds.

5. Care and Treatment Requirements

5.1

The health care services program is to meet applicable governing standards (i.e., local, state, federal, ACA, NCCHC, and PA Code Title 37, etc.). In the event of a conflict between governing standards, Proposer shall apply the most stringent standard.

6.

Mental Health and Substance Abuse: Successful Proposer shall implement a mental health program for the evaluation, treatment and/or referral of mentally ill inmates to include but not be limited to the following:

6.1

Each inmate identified at the intake medical screening as having a mental illness but asymptomatic will be evaluated by a licensed mental health professional within 72 hours. Symptomatic inmates (e.g., suicidal ideations, decompensating, and/or psychotic behavior) who have a history of mental health treatment will be seen within twenty-four (24) hours. If referral to a psychiatrist is necessary, the Inmate will be evaluated by the psychiatrist or psych CRNP on site or by phone consult.

6.2

Successful Proposer shall have the inmate execute Releases of Information so that prior medical records can be reviewed to ensure continuity of care.

6.3

If an inmate is relocated from general population for mental health evaluation and treatment, or the inmate is referred to the successful Proposer by any of the Jail staff in writing, the inmate shall be examined by a licensed mental health professional on site or by phone consult.

6.4

Successful Proposer shall provide suicide assessments, suicide observation and assessment. Inmates who meet the criteria under the Mental Health Act, shall be processed accordingly. Successful Proposer shall have staff with appropriate licensure available twenty-four (24) hours per day, seven (7) days per week to effectuate mental health emergency care.

6.5

Psychotropic medication in liquid form will be used where clinically appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one (1) week by the psychiatrist.

Precautions to be followed will include:

6.5.1

The psychiatrist or other legally and medically licensed care giver will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication, inclusive of verifying and continuing of psychiatric medication upon commitment until further assessed by psychiatrist.

6.5.2

Prior to the prescription of psychotropic medication, inmates will be informed by the psychiatrist or such legally and medically licensed care giver about the risks of taking such medication, in accordance with applicable standards of care. An informed consent for each psychotropic medication must be completed and filed in the medical record. The consent must be signed by the inmate and witnessed by two people.

6.6

Successful Proposer will not be expected to perform mental health assessments unless ordered by the courts and compensated independently by the courts.

6.7

Successful Proposer shall provide a psychiatrist or psych CRNP through on-call availability at each Facility twenty-four (24) hours per day, seven (7) days per week. Video conferencing will be considered.

6.8

Successful Proposer shall implement a program of mental health care for inmates in general population and in the mental health unit or in a mental health bed which includes at least the following:

6.8.1

Psychotropic medications;

6.8.2

Case management, individualized treatment planning, and supportive group and/or individual counseling, all provided by staff having at least the qualifications of a master's level qualified mental health professional;

6.8.3

Psychiatric consultation for identified inmates;

6.8.4

Laboratory studies as indicated;

6.8.5

A mental status examination at least every thirty (30) days;

6.8.6

Discharge planning to include a minimum of seven (7) days of prescription medications, if indicated;

6.8.7

Crisis intervention; and

6.8.8

Substance abuse counseling/referrals. Dual / multiple diagnosis.

6.9

Successful Proposer will be required to provide no more than seven (7) days of medications to be filled upon the Inmate's release if it is clinically indicated that either (a) the prescription be filled in a sufficient quantity to ensure that the inmate can continue the medication until such time as the inmate is able to be seen by an outside provider or (b) the current prescription be completed.

6.10

Successful Proposer shall ensure that all successful Proposer personnel receive specialized training on mental illness, substance abuse, and suicide prevention and intervention. However medical assisted treatment (MAT) are under a separate RFP. However should the proposer so elect they may propose on such services under this RFP as long as they clearly designate and describe those services As a separate designated item.

7.

Medical Services

7.1

Define a program for meeting the special needs of the female population; e.g. OB/GYN. The successful proposer is expected to meet or arrange for all of the medical and mental health needs of female inmates.

7.2

A written plan with specifics for provision of specialty health care services shall be described. For example, describe a written plan on how optometry or orthopedic services will be provided.

7.3

Provision for examinations and medical clearance for all inmate workers (inmate workers, Work Release inmates, inmates assigned to work programs outside Jail facilities, janitorial duties, and those assigned to the kitchen and

food handling duties) prior to placement in the assignment. Inmate worker medical clearances must be documented on a clearance form before the inmate is placed. Clearances should include a review of:

7.3.1

Relevant past medical history, including but not limited to communicable disease, heart problems, respiratory problems, allergies, back problems and mental health history;

7.3.2

Questions for current signs and symptoms of illness;

7.3.3

Current vital signs, including blood pressure, pulse, temperature;

7.3.4

General examination for overall physical and mental health, with specific reference to (1) and examination for evidence of communicable disease to include, but not be limited to, skin problems such as rash, wounds, sores, boils, etc.; and (2) heart and lung examinations; 7.3.5

Current testing for tuberculosis and communicable disease(s).

7.4

Documented inmate health screening immediately upon arrival at the facility must be based on structured inquiry and observation, performed (within 6 hours) by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week.

7.4.1

No unconscious person or a person who appears to be too seriously ill/injured shall be admitted to the DCP system. They must be referred immediately for emergency medical attention and their admission or return to the DCP system is predicated upon written medical clearance, as per PA Title 37 Section 95.222.

7.4.2

Receiving screening findings should be recorded on a printed form approved by the appropriate authority and the DCP Deputy Warden of Operations and shall be provided by the proposer.

7.4.3

At a minimum, the screening must include inquiry into:

7.4.3.1

Current illness and health problems including mental, dental and communicable diseases; 7.4.3.2

Medications taken and special health requirements;

7.4.3.3

Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;

7.4.3.4

For females, a history of gynecological problems and pregnancies;

7.4.3.5

Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating;

7.4.3.6

Notation of body deformities, trauma, markings, ease of movement;

7.4.3.7

Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse;

7.4.3.8

TB testing;

7.4.3.9

Recording of Vital Signs.

7.4.4

Inmates must be medically cleared before they are sent to general population;

7.5

Each inmate shall be given a health appraisal, including a physical examination by qualified health care personnel, within fourteen (14) calendar days after admission to the jail system, based on the criteria listed in NCCHC, and PA Code Title 37. Anytime an inmate has been out of the custody of DCP for more than ninety (90) days, a new health assessment will be required.

7.5.1

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, it will include at a minimum:

7.5.1.1

Review of intake screening forms;

7.5.1.2

Collection of additional data regarding complete medical, dental, psychiatric and immunization histories;

7.5.1.3

Appropriate follow-up laboratory and diagnostic tests to detect communicable disease (venereal disease and tuberculosis);

7.5.1.4

Recording vital signs (height, weight pulse, blood pressure, temperature);

7.5.1.5

Physical examination with comments about mental and dental status. A gynecological assessment must be included for females;

7.5.1.6

Review of physical examination and test results by a physician for problem identification;

7.5.1.7

Initiation of therapy when appropriate;

7.5.1.8

Other tests and examinations as appropriate. The proposer should have a program in place for HIV testing;

7.5.1.9

The form used for the health appraisal must be approved by the facility physician and DCP and shall be provided by the proposer.

7.5.1.10

Inmates referred for treatment as a result of the health appraisal must be seen in a timely manner unless the provider making the referral deems it urgent or emergency.

7.6

While general janitorial services will be provided by DCP, Medical staff shall be responsible for all housekeeping duties in the department to maintain designated areas in a state of medical service readiness and coordinating with DCP Maintenance Department on all matters beyond normal wear and tear.

7.7

Medical staff shall respond to acute medical needs of DCP staff on duty and document services provided.

7.8

Inmates will not be allowed to provide any health care services, including record keeping, nor remain unsupervised in the medical areas at any time, including during examinations, or rendering of treatment.

7.9

Copies of all inspection reports (i.e. Pharmacy, Health Department, X-ray Equipment, etc., inspection reports) shall be provided to the Warden; the Deputy Warden of Operations or designee.

7.10

All outside medical consultations/treatment shall be coordinated in advance with the Dauphin County Prison Security Department. This transportation must be completely confidential and secure.

7.11

The successful proposer for Inmate Medical Services shall be responsible for the disposal of all biohazardous waste including all costs associated with the disposal. This material must be removed from within the facility to a secured area and disposed of as required.

7.12

The successful proposer shall refer all body cavity searches to maintain compliance with PREA regulations.

7.13

The successful proposer shall work with DCP on special programs (such as e. Pandemic response and RAPID HIV Testing).

7.14

Dialysis: Successful proposer will be responsible for dialysis.

7.15

Hospice Program: The proposer will be required to establish a Hospice Program when and where such is needed.

7.16

Newborn care: Successful proposer is not responsible for newborn care of an inmate's child.

7.17

Successful proposer may require more than seven (7) days of medications to be filled upon the inmate's release if it is clinically indicated that either (a) the prescription be filled in a sufficient quantity to ensure that the inmate can continue the medication until such time as the inmate is able to be seen by an outside provider or (b) the current prescription is completed.

8.

Health Records Requirements

8.1

Individual health care records will be initiated and maintained for every inmate regarding medical, dental or MH/ID/A services as a result of the inmate screening process, or for services rendered following assignment to a housing unit. Proposer shall indicate if records are to be kept electronically, or paper.

8.1.1

When an inmate is admitted to a hospital, the Health Service Administrator will consult with the hospital physician on a daily basis regarding care and capabilities of DCP to treat and all inmates returning from outside hospital stays are to be seen by the physician prior to going to general population. A note regarding this review with reference to follow up in-house must be documented in the inmate's health record.

8.1.2

The results of tuberculin tests shall be read and documented on a daily basis.

8.1.3

Medical staff shall perform reviews, medical examinations, medical summaries, or approvals, as are necessary for intra-system or inter-system transfers, food handling and work clearances in accordance with governing standards. Medical summaries must accompany inmates.

8.1.4

Medical summaries shall be prepared and sent with inmates being transferred to other than intra-system facilities, inclusive of other prisons or jails.

8.2

The inmate health record shall include, but not be limited to:

8.2.1

Intake screening form;

8.2.2

Health appraisal form;

8.2.3

Physician order/treatment plans;

8.2.4

Prescribed medications administered or not administered, date, time and by whom;

8.2.5

Complaints of illness or injury;

8.2.6

Findings, diagnoses, treatments and dispositions;

8.2.7

Health service reports;

8.2.8

Consent and refusal forms;

8.2.9

Release of information forms;

8.2.10

Inmate medical request forms;

8.2.11

Laboratory, radiology and diagnostic studies;

8.2.12

Consultation, emergency room and hospital reports and discharge summaries;

8.2.13

Each documentation shall include the date, time, signature and title of each documenter. Name stamps for each health staff should be used in addition to the signature.

8.3

Confidentiality of medical records will be assured. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security and control of inmates will be provided to the appropriate Warden's Office personnel. Medical records will be made available to Warden's Office personnel.

8.4

Adherence to applicable federal and state laws and regulations regarding informed consent, as well as HIPAA regulations.

8.5

Provider, management of Provider, employees of Provider, and any relevant independent contractors or sub-contractors of Provider shall appear in court with legal counsel in criminal and civil proceedings to identify needed care, to defend care provided to inmates and to request court-ordered consent for treatment when an inmate is not capable of consenting. Examples of such action(s) include but are not limited to: motions by inmates for release due to medical provider's inability or failure to treat; motions by the medical provider for court ordered consent to provide psychotropic medications to a mentally ill inmate; motion by the medical provider for court ordered consent to feed an inmate on a hunger strike.

8.6

If an inmate's medical record cannot be located within twenty-four (24) hours of the discovered loss, the successful proposal's Administrator and DCP's Deputy Warden of Operations shall be notified, and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.

8.7

Healthcare Records and Documentation: All manuals, policies and procedures, medical (health, mental health and dental) records, statistical data, logs, and other records and documentation (whether in written form, on a CD ROM or other media form) developed, purchased or maintained by the successful Proposer for DCP or for one or more of its' facilities, or for use in such facility or facilities (excluding original proprietary records normally maintained by the successful proposer at its off-site corporate headquarters), are in the custody of the successful proposer (Medical Provider). Warden or designee may review inmate health records at any time. A duplicate copy of inmate medical records must be provided to the Warden at any time, upon request. To the extent authorized by law, proposer shall cooperate and use its best efforts to provide records to prior medical providers at the jail as such records are necessary for the defense of suits against the County or any official or employee thereof and/or prior medical providers. Upon expiration or termination of the Contract all records shall be surrendered to DCP. When surrendered, the documents will be in a PDF format placed on a DVD in permanent booking number order, inclusive of last name, first name or as determined by DCP. DVD's will be labeled and placed in labeled boxes with a master list of records and location in comma delimited file format. Final monthly payment to proposer will be held until all documents are received as stipulated herein.

8.7.1

The successful proposer shall keep records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which the successful proposer expects to be paid. All books and records relative to services under the subsequent agreement will be available at all reasonable times for examination and audit by the County and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to the agreement. All books and records which are considered public records pursuant to Pennsylvania law and regulations, shall be kept by successful proposer in accordance with such law and regulations.

8.7.2

Proposer should propose how they will maintain inmate medical records electronically. In addition, Proposer should identify the large medical facilities, institutional facilities, prisons or large jail facilities where they perform this service (include facility name, contact person's name and phone number and ADP (if jail or prison)). The information on the software program that is proposed should be provided in your RFP response. The vendor must be in compliant with the rules for the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title 42 CFR §§ 412, 413, 422 & 495, and Title 45 CFR § 170.

9.

Quality Improvement Requirements: A quality improvement program will be on-going consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The

quality improvement program shall include a provision for program and peer review on an annual basis by a third party selected by the County, the results of which shall be made available to County officials and employees. The successful proposer will pay the cost for the program and peer review. This program must be in compliance with NCCHC standards of Quality improvement.

10.

Infection Control: The successful Proposer will be required to maintain an infection control program that monitors the incidence of infections, communicable diseases, and prevents the spread of such diseases. The activity includes compliance with all governing standards (NCCHC) and applicable laws, cooperation with the public health department and filing of necessary reports. Included but not limited in the program are:

10.1

Annual Flu vaccinations for DCP staff.

10.2

Tuberculosis (PPD) testing for all DCP personnel.

10.3

Proper disposal of biohazardous waste including sharps.

10.4

Adherence to CDC guidelines.

11.

Health Care Grievances: The Successful Proposer's Health Services Administrator or designee is to answer all health-related grievances within seven (7) business days of receipt. The grievance response is to include determination of being founded or unfounded. In addition to the written response, a personal encounter with the inmate should be made by a health professional, when time permits.

12.

Policies and Procedures: A complete Policy and Procedures manual will need to be maintained and be in accordance with all governing standards and applicable laws. While the manual will contain similar material and references for all DCP facilities, care will need to be exercised to ensure that differences in the facilities are recognized and that these differences are separately addressed in the Policy and Procedures Manual.

12.1

A current copy of the manual should be in the DCP Medical Department and a copy provided to the Deputy Warden responsible for of inmate services.

13.

Financial Requirements of the Contract: The successful Proposer will be responsible for all costs related to inmate health care services at each location including, but not limited to:

13.1

Pharmaceutical as provided from all sources, inclusive of PIMCC/medical supplies/medical equipment;

13.2

Office equipment and supplies to include forms, books, etc.;

13.3

Ambulance services;

13.4

Personnel;

13.5

Required off-site emergency and non-emergency services (hospital, specialty services, dental, laboratory, radiology);

13.6

Prosthesis;

13.7

Sufficient copying equipment to support the contract;

13.8

Reimbursement for all long-distance telephone charges and related billing charges incurred using DCP telephone extensions;

13.9

Biohazardous waste disposal;

13.10

All licenses, including but not limited to occupational licenses, pharmacy licenses, DEA licenses, licenses of Proposer's personnel, etc.

14.

Policies and Procedures: Office and Clinical Supplies, Furniture and Equipment: It is intended that medical equipment and supplies currently on site will be identified as to ownership; i.e. current contractor or Warden. See Attachment I-1 for listing of equipment. In general, it is expected that supplies and equipment on site on Day-1, will be the property of the County and may be used/consumed by the successful proposer.

14.1

The proposer should review Attachment I-1 to determine the furnishings and equipment (office type furniture and equipment) available. Such furnishings and equipment, if the property of Dauphin County, may be used by the successful proposer at its option. Any furniture or equipment, whether proposer owned or leased, or County owned, that needs repair, or replacement shall be the responsibility of the successful Proposer.

14.2

The proposer is to provide at its expense any telephones or telephone lines not presently in place, any office equipment (i.e., calculators, copiers, fax, computers & monitors, printers, typewriters) that it requires and is not on site, subject to DCP Approval and DCP Coordination of installation.

14.3

All telephone charges and related billing charges incurred using Warden's Office telephone extensions for the successful proposer's assigned telephones for long distance, operator assistance, information, 900 numbers, and abuse/neglect will be the responsibility of the successful proposer and deducted from its monthly billing.

14.4

All supplies on site on the effective date of the Contract may be used by the successful proposer and consumed during the operation of its program without cost or obligation. Additional supplies such as blank forms and records, manuals, printed materials, publications, pamphlets, and materials for printing, faxing and copying shall be provided by the successful Proposer at its expense. Any such materials unused at the expiration or termination of the Contract shall remain on site and be the property of the County.

14.5

All clinical supplies and equipment used in the diagnosis and treatment of patients on site on the effective date of the Contract may be used by the successful proposer in the performance of the contract without obligation or expense, with the exception of maintaining all equipment in good operating condition inclusive of any necessary inspections. The successful Proposer at its expense shall provide all additional clinical supplies and equipment that are needed. Any such materials and equipment unused at the expiration or termination of the Contract shall remain the property of the County. SEE ATTACHMENT I-1. 14.6

Any equipment owned, contracted or leased must meet acceptable safety standards.

15.

Fees for Medical Services: DCP maintains a “Co-Payment for Health Care Services” program for healthcare services provided to inmates. The successful proposer will be required to become knowledgeable with respect to its provisions and to cooperate in its implementation. All charges for services must be submitted to the Business Office on a daily basis.

16.

Inmates Outside the Facilities:

16.1

Successful proposer’s healthcare services are intended only for those inmates who are committed to the custody and control of the Warden, the Judicial Center, and the Work Release facility including but not limited to inmates in outside hospitals, inmates attending court hearings, inmate workers and work unit inmates, etc. Such inmates will be included in the daily population count. Inmates at other prisons who remain under DCP responsibility are in this class.

16.2

The daily population count shall exclude inmates on any sort of temporary release or furlough, inmates on any inhouse restriction by an type of electrical or telecommunication device, inmates on escape status where such an escape activity has ventured beyond the perimeters of DCP, inmates on pass, parole or supervised custody who do not sleep in the jail at night, inmates in the custody of other police or penal institutions, and inmates excluded from the court under the terms of this contract. Those inmates who are community employed are excluded from Providers care, only as set forth under the work release rules and regulations of DCP. Successful Proposer is not responsible to furnish or pay for health care services for such inmates while they are outside the facility and excluded from the daily count. However, if the inmate is returned to custody, successful proposer agrees to render medical services to inmates.

16.3

Proposer also agrees to render needed medical care at the Work Release facility and Justice Center 9(blood draws and any other required serves) as required.

17.

“Off the Street Injuries” shall mean those injuries incurred or occasioned by an individual prior to the individual being committed to the custody of DCP which, in the opinion of successful proposer, constitutes serious injuries requiring hospitalization. Payment for medical care for “Off the Street Injuries” shall be in compliance with Pennsylvania Code Title 37. Upon acceptance into the CDP facility the successful proposer shall be responsible for monitoring the care of the individual during hospitalization and for the care and treatment of the individual suffering from any “Off the Street Injuries”, after the individual has been officially admitted to DCP.

18. Expectations for Medical Services / Interactions with Inmates:

18.1

Medical staff will respond to any “all Guards” call out.

18.2

Medical staff will respond to all medical emergencies unless prohibited by another medical emergency or life-threatening event.

18.3

Medical staff will provide decontamination of any inmate or staff where oleoresin capsicum or other like substances are used to acquire compliance.

18.4

Medical staff will complete all incident or medical reports prior to the end of their shift.

ATTACHMENT I: Equipment/Furnishings
County owned equipment and furnishings as of January 31, 2025

BALANCE OF PAGE INTENTIONALLY BLANK

Label	Item Description	Place of Item
47530	AED	Medical
DCP000041	Autoclave	Back Room Medical
DCP000034	Bathroom Shelf/Rolling	Bathroom
DCP000013	Chair	JC Medical
DCP000015	Chair	Lobby-Medical
DCP000049	Chair	Office-Medical
DCP000048	Chair	Outside Exam Room 1 Medical
DCP000043	Chair	Q Block Medical
DCP000044	Chair	Q Block Medical
DCP000045	Chair	RN Station Medical
DCP000020	Chair	Office-Medical
DCP000026	Chair-black	Doctor Office
DCP000022	Chair-black	Medical
DCP000039	Chair-black	Outside Pharmacy Medical
DCP000024	Chair-black	Pharmacy
DCP000036	Chair-black	Psych
DCP000035	Chair-black	RN Station Medical
DCP000089	Chair-black	JC Medical
DCP000037	Chair-blue	JC Medical
DCP000021	Chair-blue	Medical
DCP000056	Chair-desk	Curtain 1 Medical
DCP000093	Chair-desk	Drug & Alcohol
DCP000096	Chair-desk	Drug & Alcohol
DCP000009	Chair-desk	Exam Room 2
DCP000064	Chair-desk	Medical Exam Room 2
DCP000070	Chair-desk	Medical Office
DCP000076	Chair-desk	Medical Storage
DCP000078	Chair-desk	Mental Health
DCP000058	Chair-desk	Pharmacy Tech Office
DCP000099	Chair-desk	Springcreek Medical 1
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
No tags	Chair-green	Medical Lobby
DCP000065	Chair-office	Lobby-Medical
DCP000066	Chair-office	Lobby-Medical
DCP000027	Chair-patient	Doctor Office
DCP000071	Chair-patient	Medical Office

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

DCP000052	Chair-patient	Office-Medical
DCP000053	Chair-patient	Outside Exam Room 1 Medical
DCP000054	Chair-patient	Outside Exam Room 1 Medical
DCP000082	Chair-patient	Pharmacy Tech Room-Medical
DCP000097	Chair-patient	RN Station Medical
DCP000086	Chair-red	Outside Pharmacy Medical
DCP000088	Chair-red	Psych Office
20240019	Computer	Exam Medical
20240023	Computer	Exam Room 1 Medical
20240022	Computer	Exam Room 2 Medical
20240031	Computer	Pblock Medical
20240028	Computer	Qblock Medical
20240275	Computer	RN Station Medical
20240274	Computer	RN Station Medical
20240030	Computer	RN Station Medical
20240278	Computer	RN Station Medical
DCP000092	Desk	Drug & Alcohol
DCP000095	Desk	Drug & Alcohol
DCP000008	Desk	Exam Room 2
DCP000101	Desk	JC Medical
DCP000014	Desk	Lobby-Medical
DCP000068	Desk	Medical
DCP000069	Desk	Medical Exam Room 2
DCP000075	Desk	Medical Storage
DCP000077	Desk	Medical Storage
DCP000032	Desk	Mental Health
DCP000030	Desk	Mental Health
DCP000050	Desk	Office-Medical
DCP000038	Desk	Outside Exam Room 1 Medical
DCP000057	Desk	Pharmacy
DCP000080	Desk	Pharmacy Tech Office
DCP000081	Desk	Pharmacy Tech Room-Medical
DCP000033	Desk	Psych
DCP000087	Desk	Psych
DCP000098	Desk	Springcreek 2 Medical
DCP000100	Desk	Springcreek Medical 1
DCP000017	Desk/Hutch Combo	Mental Health Office

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

**Sample Agreement
Subject to Final Negotiations**

**PRISON HEALTHCARE SERVICES
AGREEMENT BY AND BETWEEN
DAUPHIN COUNTY**

and

TABLE OF CONTENTS

PARAGRAPH

AGREEMENT (PARTIES AND DATE OF EXECUTION)

Incorporation of Documents	I
Corporate Entity	II
Licenses	III
Term of Contract	IV
Services to be Provided by Contractor	V
Accreditation	VI
Hold Harmless Clauses	VII
Prison Security	VIII
Professional Liability and Insurance.....	IX
Medical Records	X
Contractor to Submit Reports to The Prison.....	XI
Payments to Contractor	XII
Third Party Payments	XIII
Additional Compensation	XIV
Limitations on Catastrophic Accident, Illness or AIDS	XV
Injuries Incurred Prior to Incarceration; Pregnancy	XVI
Inmates Outside the Facility	XVII
Elective Medical Care	XVIII
Security Screening	XIX

TABLE OF CONTENTS (cont.)

PARAGRAPH

Prison to Provide Office Space XX

Food, Linen and Other Services XXI

Transportation XXII

Furniture and Equipment XXIII

Equipment Security XXIV

Use of Infirmary XXV

Sub-Contracts XXVI

Employees of Contractor XXVII

Contractor to Comply with Civil Rights Laws XXVIII

An Independent Contractor XXIX

Contractor Not Bound by Existing Contracts XXX

Third Party Beneficiaries XXXI

Separate and Distinct Conditions XXXII

Termination of Contract..... XXXIII

Notices and Communications XXXIV

Final Agreement of the Parties XXXV

Governing Law XXXVII

PRISON HEALTHCARE SERVICES AGREEMENT

THIS AGREEMENT between the BOARD OF COMMISSIONERS OF COUNTY OF DAUPHIN, PENNSYLVANIA (hereinafter referred to as "the County"), a third class county organized under the laws of the Commonwealth of Pennsylvania, with a principal address of 2 South 2nd Street, Harrisburg, Pennsylvania 17101 and _____ (hereinafter referred to as "Contractor"), is entered into as of the ____ day of _____, 2025.

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates of Dauphin County Prison (hereinafter referred to as "Prison") and,

WHEREAS, the County operates two (2) related facilities where inmates and detainees are handled and where medical care or blood draws may be necessitated including the Dauphin County Prison and the Judicial Center. A third facility is covered by this Agreement. The third facility is the Work Release Center operated by the Dauphin County Court of Common Pleas (also for ease of use hereinafter referred to as "Prison"); and

Whereas, the County's goal is to operate a health care program in accordance with standards established by the National Commission on Correctional Health Care (NCCHC) and maintain NCCHC accreditation for the life of the Agreement while acknowledging that escapees, Work Release participants not physically at the facility, and similar prisoners or detainees are not intended to be the responsibility of the Contractor; and

WHEREAS, the County which provides funding as approved by the County Commissioners for Prison, desires to enter into this Agreement (the terms "Agreement" and "Contract" refer to this document and are used interchangeably throughout) with Contractor to promote these objectives; and,

WHEREAS, Contractor is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

NOW THEREFORE, in consideration of the foregoing covenants and promises hereinafter made, the parties hereto agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference as part of this Agreement. Where there is a conflict, as among them, they shall govern in the order below.

- A. This Agreement.
- B. The Request for Proposals (RFP) issued by the County dated February 14, 2025, including any addenda.
- C. Contractor's Proposal.

II. CORPORATE ENTITY

Contractor warrants that it is a corporation, or other business entity, licensed to do business in the Commonwealth of Pennsylvania for the purposes contained in this Agreement and in the proposal.

III. LICENSES

Contractor, as a corporation, or other business entity, has obtained or shall obtain, and shall maintain, all licenses necessary to render medical and health services at the Prison for the entire term of this Agreement. Contractor shall ensure that all of its employees rendering services in the Prison possess all licenses, including professional licenses, necessary to render medical services within at the Prison.

IV. TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence on _____, 2025. The term of this Agreement shall be three (3) years and shall expire _____, _____.

The County reserves the right, in its sole and absolute discretion, to extend the contract for two (2) additional one-year terms via written notice under the terms of this Agreement. However, the County reserves the right, in its sole and absolute discretion, not to extend the contract period and issue a Request for Proposals.

V. SERVICES TO BE PROVIDED BY CONTRACTOR

A. The County hereby contracts with Contractor to provide for the delivery of reasonably necessary medical/surgical care, dental care, eye care, driving under the influence or other evidentiary blood draw when required, and provision of mental health services, all as more fully set forth in the RFP, to individuals under the control and in the custody of the Prison, and Contractor enters into this Agreement according to the terms and provisions hereof.

B. It is understood and agreed that the Contractor shall be the sole supplier and coordinator of all medical programs specified herein for the Prison, and as such shall have the responsibility for the implementation, modification and/or continuation of any and all such health care programs for the Prison. The Contractor shall be responsible for compliance with all Court Orders and legal directives regarding health care and health services for inmates. The Prison shall provide such information as is available to it relating to such Orders and directives.

C. Anything to the contrary notwithstanding in paragraph V (B) above, County and Contractor may, by mutual agreement pursuant to clause, Changes-Services, of the RFP, permit additional medical treatment or care by outside providers so long as same is not outside the general scope of this Contract and both parties so desire and mutually agree in advance.

D. Any new medical programs, implemented after the date of this Agreement, shall be decided pursuant to clause, Changes-Services, of the RFP, by modification of this Contract at the sole and absolute discretion of the County.

E. The responsibility of the Contractor for medical care of an inmate commences with the physical placement of said inmate in the Prison. Contractor shall provide health care services for all persons committed to the custody of Prison, except those identified in paragraphs XV and XVI. Contractor shall provide on a regular basis, at its own cost, as more fully set forth in the RFP, all professional medical, dental, eye, blood draws, mental health (including in-patient psychiatric hospitalization) and increased provision of mental health services and related health care and administrative services for inmates and detainees as relevant. Detainees will be examined and monitored for health stabilization and emergency care if needed. Blood draws of detainees as relevant may be required. A comprehensive health evaluation shall be done for each inmate following booking into the Prison in accordance with NCCHC Standards, along with regularly scheduled sick call, pill call, twenty-four hour nursing care, regular physician, eye, and dentist visits to the Prison, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. The same type of care will be provide to Work Release inmates where they are physically incarcerated at the Work Release facility only. Staff employed by the County shall be treated within the

Prison for injuries and/or illnesses on an emergency basis only. Services provided outside the Prison, to prison staff shall not be the responsibility of the Contractor.

F. In addition to providing the general services described above, Contractor shall, at its own cost, provide to inmate's special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinion of a medical professional. Where non-emergency specialty care is required and cannot be rendered at Prison, Contractor shall make arrangements with the Warden or Deputy Warden of Operations for the transportation of the inmates in accordance with Section XXII of this Agreement.

G. Contractor shall provide, at its own cost, emergency medical care, as medically necessary, to inmates through arrangements to be determined by Contractor with local hospitals. The contractor shall, at its own cost, provide qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

H. Contractor will provide psychiatric and psychological services as clinically indicated within the Prison. The Contractor is responsible for inpatient psychiatric hospitalization confinements.

VI. ACCREDITATION

A. Contractor's services shall meet the standards promulgated by the National Commission on Correctional Health Care (NCCHC) for Health Services in Prisons. The contractor shall, at its own cost, maintain and renew NCCHC accreditation of the Prison health care program. This obligation shall include the providing of written reports, on-site reviews, preparation of forms and applications and attendance at meetings as required by the Warden. Contractor shall not be responsible for NCCHC requirements not under Contractor's direct control or within the scope of Contractor's services. If Contractor fails to maintain NCCHC accreditation after the execution of this Agreement, Contractor will pay a performance penalty to Prison of One Hundred Thousand (\$100,000) Dollars.

B. Contractor guarantees to maintain / renew National Commission on Correctional Health Care (NCCHC) accreditation for the Prison (providing the accrediting agency will schedule their field survey within a reasonable time of Contractor's request, and further providing the County fully cooperates with Contractor in preparing for the field survey and in training Prison staff as required). If Contractor fails to maintain NCCHC accreditation in any year of this Agreement, Contractor will pay a performance penalty to Prison of One Hundred Thousand (\$100,000) Dollars for each such year.

VII. HOLD HARMLESS CLAUSES

A. Contractor agrees, without qualification, to indemnify, hold harmless and defend the County of Dauphin, its Commissioners, officers, officials, representatives, agents and employees, the Dauphin County Prison, the Dauphin County Prison Board, their members and agents, from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by the Contractor, its subcontractors, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto that the Contractor shall provide the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages, and liabilities shall relate to both the medical treatment and health services care provided and treatment and care omitted by Contractor.

B. It is expressly agreed by the parties hereto that the Contractor is at all times hereunder acting and performing as an independent contractor to provide professional services within the scope of the authority conferred by this Agreement. A contractor is not considered to be an agent, servant or employee of the County for any purpose whatsoever. All agents, servants, subcontractors, employees and persons under the direction of the Contractor are agents and/or independent contractors acting for and on behalf of Contractor only.

C. Contractor understands and acknowledges that it will be operating in a prison where violent inmates may be housed. Contractor acknowledges that there is a risk of harm to person and property. CONTRACTOR AGREES TO ACCEPT THIS RISK. CONTRACTOR AGREES TO INDEMNIFY AND HOLD PRISON HARMLESS FROM ANY INJURY OR LOSS INCURRED AS THE RESULT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR AGREES TO MAINTAIN INSURANCE AS REQUIRED UNDER THIS AGREEMENT TO COVER THE RISKS DENOTED HERE AND OTHERWISE IN THIS AGREEMENT.

VIII. PRISON SECURITY

A. Contractor and Prison understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor, as well as for the security of inmates and Prison staff, consistent with the correctional setting. Prison will provide security sufficient to enable Contractor and its personnel to safely provide the health care services described in this Agreement. Nothing herein shall be intended to make Prison, its deputies or employees a guarantor of the safety of Contractor's employees, agents or subcontractors, including their employees.

B. The County shall not be liable for loss of, or damage to, equipment and supplies of Contractor, its agents, employees or subcontractors, unless such loss or damage was caused by the negligence of Prison or its employees.

C. Prison will provide security as necessary and appropriate in connection with the transportation of any inmate between the Prison and any other location for off-site services as contemplated herein.

IX. PROFESSIONAL LIABILITY

A. Contractor shall maintain professional liability insurance acceptable to County in amount of Ten Million (\$10,000,000) Dollars in the aggregate and Three Million (\$3,000,000) per claim. In addition, Contractor will ensure that all physicians, dentists, psychiatrists and nurses rendering medical services to persons committed to the custody of the Prison shall have professional liability insurance acceptable to the County in amount of Three Million (\$3,000,000) in the aggregate, and such other insurance with limits as set forth in the RFP at clause, Insurance.

B. Contractor's obligation under this paragraph shall extend only to persons who are employees, or under contract with Contractor, or otherwise subject to Contractor's control.

C. If insurance lapses and/or up to date certificates are not provided by Contractor to the County, the County shall have the right to withhold payments to Contractor until insurance is renewed and new certificates are provided to the County.

D. Contractor will maintain at its sole expense a valid policy of insurance covering: Workers' Compensation and related coverages under the General Conditions: Statutory Employer's Liability: bodily injury, each accident One Million (\$1,000,000); bodily injury by disease, each employee One Million (\$1,000,000); bodily injury/disease aggregate Two Million (\$2,000,000). Contractor's Commercial General Liability under the General Conditions: One Million (\$1,000,000) per occurrence, three Million (\$3,000,000) in aggregate. Each occurrence (bodily injury and property damage) One Million (\$1,000,000). Property damage: combined single limit of One Million (\$1,000,000). Excess or umbrella liability: per occurrence Two Million (\$2,000,000) General Aggregate Three Million (\$3,000,000). Prison: Abuse/Molestation: One Million (\$1,000,000) per occurrence / Three Million (\$3,000,000) in the aggregate; Automobile Liability: One Million (\$1,000,000) per accident combined single limit, and \$2,000,000 Cyber Liability insurance. It is also required that the County is named a certificate holder and

added to the policy as additional insured. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Proposer shall furnish the County, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Proposer shall not cancel or reduce any such insurance without the prior written consent of the County. Proposer shall notify the County in writing within 5 business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

X. MEDICAL RECORDS

A. Contractor shall cause and require to be maintained complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws, NCCCHC standards, the Pennsylvania Bureau of Corrections Minimum Standards and the Prison's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to Prison officials and shall be available to accompany each inmate who is transferred from the Prison to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Contractor shall comply with Pennsylvania law and the Prison policy with regard to access by inmates and Prison staff to medical records. No information contained in the medical records shall be released by Contractor except as provided by the Warden's policy, by a court order, or otherwise in accordance with the applicable law. The contractor shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with Prison. However, Prison shall provide Contractor with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

B. Subject to the applicable Pennsylvania law, in order to assist Contractor in providing the best possible health care services to inmates, Prison will provide Contractor with information pertaining to inmates that Contractor and Prison mutually identify as reasonable and necessary for Contractor to adequately perform its obligations hereunder. Prison understands that many of the systems, methods, procedures, written materials and other controls employed by Contractor in the performance of its obligations hereunder, and which can be identified as proprietary in nature, and will remain the property of Contractor and may not, at any time, be used, distributed, copied or otherwise utilized by the County or Prison, except in connection with the delivery of health care services hereunder, or as required by counsel in any lawsuit, or as permitted or required by law, unless such disclosure is approved in advance in writing by Contractor. It is the responsibility of Contractor to clearly mark any information it deems proprietary in advance of providing to the County. Contractor recognizes that the County and its contractors are subject to the Open Records Act. Contractor agrees to cooperate fully in any open records request, appeal or litigation.

C. During the term of this Agreement and for a reasonable time thereafter, Prison will provide Contractor, at Contractor's request, Prison records relating to the provision of health care services to inmates, as may be reasonably requested by Contractor, or as are pertinent to enable investigation or defense of any claim related to Contractor's conduct. Consistent with applicable law, Prison will make available to Contractor such records as are maintained by Prison, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent Prison has any control over those records), as Contractor may reasonably request. Any such information provided by Prison to Contractor that Prison considers confidential shall be kept confidential by Contractor and shall not, except as may be required by law, be distributed to any third party without the prior written approval by Prison. Notwithstanding any provision of this Agreement to the contrary, investigative records of Dauphin County shall not be required to be provided to Contractor or any other persons or entity.

D. Compliance with Health Insurance Portability and Accountability Act (HIPAA). Contractor assumes any and all responsibility for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, relative to the processing, confidentiality and security of medical and/or health information and

related to documentation/records in connection with the Contractor's provision of services as set forth under this Agreement and hereby agrees to indemnify, defend, reimburse, and hold harmless the County, its Commissioners, officers, officials, representatives, agents and employees, the Dauphin County Prison, the Dauphin County Prison Board, their members and agents, for or on account of any violation of HIPAA attributable to its performance under this Agreement which subjects the County to any non-compliance penalties, whether civil or otherwise. Contractor agrees to authorize a separate Business Associate Agreement on a form to be approved by the County for purposes of compliance with both HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

XI. CONTRACTOR TO SUBMIT REPORTS TO THE COUNTY PRISON

A. Contractor shall submit monthly reports to designated representatives of County concerning, but not limited to, the overall operation of the health care services program, and the general health of persons committed to the custody of the Prison.

B. Contractor shall regularly confer with the designated representatives of the County concerning existing health-related procedures of Prison, any proposed changes in health-related procedures, any other matter which either party deems appropriate.

C. Until notified otherwise in writing by the Prison, the designated representative for liaison with Contractor will be the Deputy Warden of Operations.

D. Contractor shall submit all reports required, or requested, by the Prison, as the Warden or designee shall deem appropriate.

E. Contractor shall send a designated representative to all Prison Board meetings.

XII. PAYMENTS TO CONTRACTOR

A. All payments shall be made pursuant to the provisions contained in the RFP. The Contractor will bill the County on the fifteenth (15th) day of each month immediately following the month for which services are rendered. The County agrees to pay Contractor within forty-five (45) days of receipt of billing unless due notice of reasonable dispute is issued by the County. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month; compensation will be pro-rated accordingly for the shortened month.

B. The County will pay the Contractor an annual base price sum. The base price for the first three (3) years (36 months) of this Agreement is \$_____, payable in thirty-six (36) equal monthly installments of \$_____ each.

C. The standard level of medical care rendered to inmates from other jurisdictions housed in the Prison, pursuant to agreements between the County and other jurisdictions, will be the financial responsibility of Contractor. Medical care that cannot be rendered in the Prison and/or exceeds the normal standards of care will be provided by the Contractor but shall be charged to the responsible jurisdiction as a third-party payor. The Contractor will be required to have such care approved by the incarcerating jurisdiction in advance, except in emergencies. The same is true of Dauphin County Prisoners housed at the Prison's request in other counties.

XIII. THIRD PARTY PAYMENTS

In the event that health services provided to the prisoner in the custody of Prison are covered by third party payments, e.g. Medicaid, Medicare, Veteran Benefits, Private Insurance, etc., Contractor shall bill these services on behalf of itself and/or Prison in the same manner as if they were provided by a private physician or health service. Any payments will be reimbursed in full directly to the Prison.

XIV. ADDITIONAL COMPENSATION

With the exception of changes in inmate population (covered under Article XII "Payments to Contractor") or written changes to the Agreement, Contractor shall not be entitled to receive or seek additional compensation from the County for the services rendered under this Agreement.

XV. LIMITATIONS ON CATASTROPHIC ACCIDENT, ILLNESS OR AIDS

A. The Contractor will be responsible for payment of all costs for reasonable and necessary health care provided as specified. County shall reimburse Contractor for costs associated with those qualifying as "catastrophic" illness or injury, including hepatitis C, and HIV/AIDS expenses, as defined herein, which exceed the respective limits. County requires all necessary documents to be signed prior to payment, and all third-party billings must be pursued first and documented prior to payment by the County. If the provider or hospital is later reimbursed by a third party, the County shall be reimbursed. Contractor must notify County in writing of any individual that has prolonged hospital stays over five (5) days.

1. Any contagious illness affecting more than one inmate where the actual costs incurred by the vendor exceed \$30,000 per person, or \$400,000 in the aggregate, or
2. Any illness, including any mental illness, affecting any single person where the actual costs incurred by the vendor exceed \$30,000, or
3. Any injuries to more than one inmate arising from the same occurrence where the actual costs incurred by the vendor for treatment of inmates so injured exceed \$30,000 per person, or \$400,000 in the aggregate, or
4. Any injury to only one inmate where actual costs incurred by the vendor for treatment of the inmate so injured exceed \$30,000, or
5. Any on-site use of AZT, or other AIDS/HIV related medications/treatments, where the actual cost incurred by the vendor for inmates exceeds \$200,000 per contract year, or
6. Any medications/treatments for hepatitis C where the actual cost incurred by the vendor for inmates exceeds \$200,000 per contract year.

B. The catastrophic limits will be applied on a per person per incarceration/detention basis.

C. Where the Contractor reasonably anticipates catastrophic costs may be incurred, it shall so notify County in advance where possible to permit County to take such action as may be available to it to limit or to plan for such costs.

D. Contractor will make payments on any and all appropriate prisoners, including prisoners presently in the hospital for services rendered, beginning with the first day of this Agreement and thereafter.

XVI. INJURIES INCURRED PRIOR TO INCARCERATION AND PREGNANCY:

A. Contractor will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any detainee presented at booking unless the detainee has a life-threatening injury or illness and is in immediate need of emergency medical care, and who has not been refused for prison admission under Pennsylvania Code Title 37 – Section 95.222(1)(ii). The point of this clause is to make the Contractor aware to act if a detainee presents as being in immediate life-threatening need even where the detainee has not been fully admitted. However, in the ordinary course of business detainees will not be the cost responsibility of the Contractor until they are admitted into the Prison. Once a prisoner has been medically stabilized and committed to the Prison, Contractor will be financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Prison. A prisoner shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the prisoner can be reasonably housed and medically treated inside the Prison.

B. Contractor shall not be responsible for medical costs associated with the medical care of any infants born to inmates. Contractor shall provide health services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Contractor.

XVII. INMATES OUTSIDE THE FACILITY

Notwithstanding any other provisions of this Agreement, it is agreed that health care services are intended only for those prisoners in the actual physical custody of the Prison. In addition to those inmates in the secure prison facility, "prisoners in the actual physical custody of the Prison" include inmates under guard in hospitals and inmates who are required to reside at the Prison, and / or assigned to Work Release or other temporary release programs, but only while they are physically present in the Prison or physically present at the Work Release Center. These prisoners will be included in the daily population count.

Inmates granted "temporary release," include detainees not yet booked into admission into the Prison (not presenting as being in a life-threatening situation), and Work Release inmates that are not physically in the facility, and as such are not eligible for health services paid by Contractor, except at times they are physically present in the Prison. This would include, but not be limited to, extended furlough, parole, supervised custody, or escape status. Work release outmates, escapees, inmates on furlough, or other status considered "special leaves" that become ill or are injured during their "temporary release" are not eligible for health services paid by Contractor.

Prisoners who are injured while on "temporary release" will not be the financial responsibility of Contractor. However, upon return to Prison, the inmates' medical financial responsibility will be reassumed by the Contractor. Other related and unrelated illnesses and injuries will be the financial responsibility of Contractor.

If the inmate is injured on Work Release and is not at the time of the injury or illness incarceration physically at the Work Release Center, the Contractor is not responsible for the care of the outmate. If such care is provided, the Contractor may pursue Workers Compensation claims and will reimburse the County for any reimbursements.

Work Release Prisoners and other temporary leave inmates will be required to sign an agreement, in which they assume responsibility for arranging and paying for their own health services while on "temporary release". Work release inmates are to be provided Pill Call services and mental health services at least four (4) hours at a time, two (2) times a week by Contractor.

Prisoners in the custody of other police or penal jurisdictions are excluded from the population count and are not the financial responsibility of Contractor, unless as specified in this Agreement under section XII (D).

XVIII. ELECTIVE MEDICAL CARE

The contractor will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not, in the opinion of Contractors' Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

XIX. SECURITY SCREENING

The Prison will take all reasonable and customary steps necessary to screen health care personnel to ensure that such personnel will not constitute a security risk to the institution or to the inmates. If any person appears, in the opinion of Prison, to be a security risk, Contractor will not assign such person to work at Prison.

XX. PRISON TO PROVIDE OFFICE SPACE

The Prison shall provide, at its expense, suitable office space for staff employed by the Contractor. The Prison shall

also provide all necessary utilities, including local telephone service, and access to the internet via the County network.

XXI. FOOD, LINEN AND OTHER SERVICES

Prison will provide for each inmate receiving health care services the services and facilities provided by Prison for all inmates at the Prison including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies. However, maintaining the treatment areas of the Prison assigned to the Contractor to a level of medical cleanliness shall be the responsibility of the Contractor.

XXII. TRANSPORTATION

The Prison shall provide and pay for routine transportation of prisoners between Prison and a local medical facility, unless another medical facility is mutually agreed upon, as Contractor may deem necessary and appropriate for the medical care of the prisoner. The Prison shall provide and pay for vehicles and drivers available for emergency transportation, in the event that Contractor deems it necessary and appropriate to use such a vehicle for emergency transportation. The Prison shall provide and pay for security, in connection with all transportation mentioned in this paragraph. Special transports and transportation to non-local medical facilities shall be paid by contractor.

Ambulance Services and Emergency Responders will be paid by the Contractor.

XXIII. FURNITURE AND EQUIPMENT

Contractor will continue to maintain all County equipment furnished for the performance of this contract by Contractor in working order during the term of this Agreement. If additional equipment and instruments are required by the Contractor during the term of this Agreement, it shall be the responsibility of the Contractor to purchase such items at their own cost. At the end of this Agreement, or upon termination, Prison shall be entitled, but not required, to purchase Contractor's equipment and instruments upon a mutually agreed depreciation schedule.

XXIV. EQUIPMENT SECURITY

Contractor hereby agrees to be responsible for any direct loss or damage, reasonable wear and tear expected, to property or equipment of Prison caused by Contractor health care staff. In like manner, the County hereby agrees to be responsible for any direct loss or damage to property or equipment of Contractor caused by Prison employees or inmates.

XXV. USE OF PRISON MEDICAL HOUSING UNIT:

Contractor will not provide nursing home, hospice, or similar custodial-type services. Rather, post-hospitalization and convalescent care will be provided in the Prison Medical Housing Unit as determined by the Contractor.

XXVI. SUB-CONTRACTS

In complying with the Contract, Contractor shall be permitted to enter into sub-contracts for the health care delivery program, as Contractor deems necessary with the prior written approval of County. Contractor shall be responsible for the performance of and for payment, to its sub-contractors for services rendered to Prison. Contractor shall provide in sub-contractor contracts that sub-contractor has no direct cause of action against County and that subcontractors can only proceed against Contractor if a cause of action exists and that sub-contractor shall execute a standard Waiver of Mechanics' Liens form. All sub-contractors of Contractor shall be subject to the provisions of paragraph XII.

XXVII. EMPLOYEES OF CONTRACTOR

A. Contractor shall provide medical, psychological, eye care, dental, technical and support personnel necessary for the rendering of health care services to inmates at Prison as described in the RFP, or as mutually agreed upon. The following chart includes the agreed upon staffing pattern necessary to provide the health care services required by Prison:

PAGE INTENTIONALLY LEFT BLANK

Dauphin County Prison		Proposed T.O.							Hrs/Wk	FTE's
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun			
DAY SHIFT										
Health Services Administrator (RN/LPN)	8	8	8	8	8			40	1	
Medical Director / Physician	Up to 24 Hrs/Wk							24	0.6	
Nurse Supervisor DON	8	8	8	8	8			40	1	
Assistant Director of Nursing (ADON)	8	8	8	8	8			40	1	
PA / CRNP	24	24	24	24	24			120	3	
CCC/ID Nurse	8	8	8	8	8			40	1	
Registered Nurse	8	8	8	8	8	8	8	56	1.4	
Licensed Practical Nurse/MAT Nurse 1.4/WR	60	60	60	60	60	60	60	420	10.5	
Medical Assistant (Jail and JC)	40	40	40	40	40	40	40	280	7	
Phlebotomist	12	12	12	12	12			60	1.5	
Behavioral Health Supervisor	8	8	8	8	8			40	1	
Licensed Mental Health Professional	40	40	40	40	40			200	5	
Case Management Unit Supervisor/MAT Coordinator	8	8	8	8	8			40	1	
Case Manager / MAT Case Management/MH Nurse	8	8	8	8	8			40	1	
Re-entry Specialist/Discharge Planner LPN	8	8	8	8	8			40	1	
CDAC/MAT Counselor	16	16	16	16	16			80	2	
Psychiatrist	8							8	0.2	
Psychiatric NP / PA	8	8	8	8	8			40	1	
Dentist	Up to 24 Hrs/Wk							24	0.6	
Pharmacy	12	12	12	12	12			60	1.5	
Scheduler	8	8	8	8	8			40	1	
Medical Records Clerk	8	8	8	8	8			40	1	
Admin Assistant	8	8	8	8	8			40	1	
Second Shift										
Assistant Director of Nursing (ADON)	8	8	8	8	8			40	1	
Registered Nurse	8	8	8	8	8	8	8	56	1.4	
Licensed Practical Nurse	56	56	56	56	56	56	56	392	9.8	
Medical Assistant (Jail and J/C)	40	40	40	40	40	40	40	280	7	
Night Shift										
Assistant Director of Nursing (ADON)	8	8	8	8	8			40	1	
Licensed Practical Nurse	16	16	16	16	16	16	16	112	2.8	
Medical Assistant (Jail and J/C)	16	16	16	16	16	16	16	112	2.8	
Total Hours Per Week								2844	71.1	

The above staffing table is a representation of summary hours below

Contracted Summary		
Personnel Category	Hours	FTE's
Health Services Administrator (RN/LPN)	40	1
Medical Director / Physician	24	0.6
Nurse Supervisor (DON)	40	1
ADON	120	3
PA / CRNP	120	3
Registered Nurse	112	2.8
Licensed Practical Nurse/MAT Nurse 1.4/WR	924	23.1
Medical Assistant (Jail and J/C)	672	16.8
Phlebotomist	60	1.5
Licensed Mental Health Professional	240	6
Case Management Unit Supervisor/MAT Coordinator	40	1
Psychiatrist	8	0.2
Psychiatric NP / PA	40	1
Dentist	24	0.6
Pharmacy	60	1.5
Admin Assistant	40	1
Case Managers	200	5
CDAC/MAT Counselor	80	2
Total All Staff	2844	71.1

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

B. Contractor agrees to maintain a full complement of health care staff or qualified sub-contractors (health care personnel being inclusive of staff and sub-contractors) to furnish the health care services provided for under this agreement, including replacement staff. Contractor may be charged an amount equal to one day salary in addition to 15% of the pay assigned to any position where the position holder does not perform work for each day any and all vacant staff positions remain open and without a permanent replacement beyond fifteen days (15 days) from the date that the position or role becomes vacant.

C. The Medical Director, Psychiatrist, Dentist, and Eye Care provider, shall make sick, dental and emergency calls (visits) at the Prison, in accordance with the agreed upon staff coverage and sufficient for the Prison to meet or exceed National Commission on Correctional Health Care (NCCHC) accreditation standards. Contractor's prison physician shall make daily off-site hospital rounds for any inmate admitted to a local hospital. The Health Staff shall be in accordance with the staffing pattern and positions and coverage as set forth in the RFP on the days and at the times specified in the RFP and as agreed upon by this agreement. All records shall be kept in strict accordance with applicable NCCHC accreditation standards for medical records and the policies and procedures of the Warden.

D. If Prison becomes dissatisfied with any health care personnel provided by the Contractor hereunder, or by any independent contractor, subcontractor or assignee, Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from Prison of dissatisfaction, and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the Prison's satisfaction within fifteen (15) days of notification, Contractor shall remove or shall cause any independent contractor, or assignee, to remove the individual about whom Prison has expressed its dissatisfaction. Should removal of an individual become necessary, Contractor will, prior to removal, be allowed reasonable time to find an acceptable replacement. Nothing in this section shall relieve Contractor of its obligation to, at all times, meet staffing requirements of Section XXVI.

E. Inmates shall not be employed or otherwise engaged by either Contractor or Prison in the direct rendering of any health care services.

F. Contractor shall provide staff of Prison periodic health care training sessions on topics of concern, such as but not limited to MRSA, AIDS, HEP C, Mental Health Awareness, Suicide Prevention, etc., in coordination with the Prison Training Office.

G. Contractor's personnel shall attend all required training of the Prison including but not limited to security and Prison Rape Elimination Act (PREA) training.

XXVIII. CONTRACTOR TO COMPLY WITH CIVIL RIGHTS LAW

Contractor agrees to comply with all Federal and State laws including civil rights laws and agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, marital status or national origin. Such action shall include but not be limited to the following: Employment; upgrade/promotion; demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selections for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Prison setting forth the provisions of this non-discrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, marital status or national origin.

C. Contractor shall comply with the Americans Disabilities Act of 1990 and any amendments thereof.

D. Contractor shall have a sexual harassment policy consistent with law.

E. Contractor shall comply with the Family Medical Leave Act.

XXIX. AN INDEPENDENT CONTRACTOR

The parties acknowledge that the Contractor and its employees are independent contractors and not agents, employees, partners or joint ventures with County or Prison.

XXX. CONTRACTOR NOT BOUND BY EXISTING CONTRACTS

The parties acknowledge that the Contractor is not bound by any existing contracts to which the Prison may be a party other than any contract expressly mentioned in this Agreement or that may apply to Contractor directly as a party.

XXXI. THIRD PARTY BENEFICIARIES

The parties do not enter into this Agreement for the benefit of any person other than the parties to this Agreement. The parties do not intend that any person or parties other than Prison shall be or become a third-party beneficiary to this Agreement, except that all prisoners in the custody of the Prison shall be provided health services as described herein.

XXXII. SEPARATE AND DISTINCT CONDITIONS

The terms and conditions of this Agreement are agreed to be distinct and separable. If any clause, term or condition shall be held to be illegal or void, such holding shall not affect the validity or legality of the remaining clauses, terms and conditions of this Agreement, which shall thereafter constitute the agreement of the parties.

XXXIII. TERMINATION OF CONTRACT

A. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

1. Termination by Default. The County may, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to perform satisfactorily in accordance with clause, Default, of the RFP.

2. Termination by Cancellation. This Agreement may be terminated, at any time, in whole or in part, without cause by the County upon thirty (30) days prior written notice in accordance with clause, Termination, of the RFP.

3. Annual Appropriations and Funding. The Parties understand that funds for this Agreement are provided by the Board of County Commissioners. This Agreement is subject to annual appropriation of funds for this Agreement by the Board. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability.

B. Upon termination of this Agreement, responsibility for providing health care services to all inmates, including inmates receiving health care services at facilities outside the Prison will be transferred from the Contractor to the Warden or Warden's designee.

XXXIV. NOTICES AND COMMUNICATIONS

All notices or other communications required or permitted to be given hereunder, or necessary or convenient in connection herewith, shall be in writing, and shall be deemed to have been duly given if mailed first class, postage prepaid, on the date posted - or if personally delivered, when delivered. In either case, such notices should be addressed as follows or to such other addresses as may be given in writing to the other party:

To County: Dauphin County Prison

Gregory Briggs
Warden
501 Mall Road
Harrisburg, PA 17110

With copy to:

Frank J. Lavery, Jr., Esq.
Prison Board Solicitor
225 Market Street
Suite 304
Harrisburg, PA 17108

To Contractor: _____

XXXV. FINAL AGREEMENT OF THE PARTIES

This Agreement constitutes the final expression of the agreement of the parties; it is intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement, except as herein otherwise proposed, shall be binding upon the parties hereto unless it is mutually agreeable, is in writing and signed by the parties hereto. Where there is a conflict between this Agreement and the Proposal submitted by Contractor, this Agreement shall govern.

XXXVI. JURISDICTION

Any litigation arising from the contract or a course of conduct between the Contractor and the County shall take place in the Court of Common Pleas of Dauphin County Pennsylvania, which shall have exclusive jurisdiction.

XXXVII. GOVERNING LAW

This Agreement shall be governed, construed, interpreted under and subject to the laws of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

**COUNTY of DAUPHIN
COMMONWEALTH of PENNSYLVANIA**

**Vince Paese
Chief Clerk/Chief of Staff**

**Justin Douglas
Chairman, Board of Commissioners**

**Mike Pries
Vice Chairman, Board of Commissioners**

{SEAL}

**George P. Hartwick
Secretary, Board of Commissioners**

CONTRACTOR.

Authorized Representative

Witness

END SAMPLE CONTRACT

PROPOSAL PRICING FORM
INSTITUTIONAL HEALTHCARE SERVICES COUNTY OF DAUPHIN,
PA

We, _____, on this the 3rd day of April, 2025 hereby:

Propose and agree to furnish and deliver INSTITUTIONAL HEALTHCARE SERVICES consisting of administering, managing and supervising the health care delivery system of the Dauphin County Prison (the prison, Judicial Center), and Work Release Center for a period of three (3) years with options to extend for an additional two (2) years in one (1) year increments including consultation, software integration, and training, in accordance with this "Request for Proposals". Proposal submission shall include the requirements outlined in the Scope of Work, as well as the following information:

A. The Contractor shall provide to the County of Dauphin, for the prices listed below, at the time and place designated by the Deputy Warden of Operations, all products and services by fully qualified and certified practitioners under the terms, conditions and provisions of the proposal documents and contract as well as any and all applicable Federal and State laws, regulations, ordinances, and requirements in effect at the time of the Request for Proposal, the date of contract award and any future such applicable Federal and State laws, regulations, ordinances, and requirements:

1. Comprehensive healthcare services for individuals housed within the Dauphin County Prison (Prison and Judicial Center) as well as for the Work Release Center.
2. Development and implementation of a healthcare plan with clear objectives, policies and procedures that are consistent with National Commission on Correctional Health Care (NCCHC), and all other recognized national, state and local professional standards, as well as those of the County and/or the Prison and/or the Judicial Center, and/or the Work Release Center. In the event of a conflict between governing standards, proposer shall apply the most stringent standard.
3. A process for documenting and demonstrating on-going achievement of contractual obligations.
4. Administrative and clinical leadership that provides for both cost accountability and responsiveness to the Warden or Deputy Warden of Operations or their designees.
5. Assurance that Federal, State, and local requirements and standards of care are met.
6. Continuing education for successful proposer's staff and respective County Staff, where appropriate and mutually agreed.
7. A healthcare system that is operated in such a way that is respectful of individual rights to basic healthcare.
8. Maintenance of an environment that is safe and will not be harmful to the public or to County employees.

9. Performance all services as detailed in the Technical Specifications, and Conferences and Training: Participate in staff meetings and conferences as requested by the Count, attendance at Prison Board meetings, and participate in appropriate in-service educational training programs as developed, requested and offered by the County, and
10. Records Maintenance: The Contractor will provide and maintain written documentation and records as outlined in the Technical Specifications and in accordance with policies of the County, Federal, State and local governmental agencies which are adequate to support billings, show work progress, evaluate quality and performance, and mark milestone achievement.

In addition to the general provisions and requirements in the Instructions to Proposers Section, the following special provisions and instructions regarding preparation, format, content and submission of the Proposal apply to this solicitation and subsequent contract.

- A. Proposals will address in detail, in writing, the method the proposer will use to perform the services requested and the advantages and disadvantages of using the method detailed, as well as all pertinent steps, staffing, and quantities of functions to be performed which make the proposed system the most advantageous for the County. The proposal shall include all required documentation, properly signed and sealed, and project costs including a lump sum to complete the entire project for thirty-six (36) months and the monthly price per month. As well as projected sums for each of the two (2) one year options.
- B. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Information not directly related to the RFP response should be placed in a clearly marked appendix.
- C. All proposals will be received with the understanding that their incorporation in a contract with the County shall constitute acceptance thereof. Such contract shall be subject to the acceptance and execution in writing by the County. All proposals and accompanying documentation will become the property of the County and will not be returned. All information considered proprietary must be clearly marked at the outset of the proposal.
- D. Proposals submitted by facsimile are unacceptable and will be rejected.
- E. The proposal submittal will consist of three parts, in the following format, along with all attachments and affidavits as identified herein.

PART I: Introductory Letter and Information

- A. Cover Letter identifying the prime contractor and any subcontractors and the role of each subcontractor on the project (if any).
- B. Acknowledgment: Proposer by virtue of submitting this proposal acknowledges that proposer has read, understands, accepts and will comply with all the terms, conditions and specifications of this RFP and any addenda issued. Proposers shall thoroughly examine and be familiar with these specifications. The failure of any proposer to review this document shall in no way relieve the proposer of any obligations with respect to this RFP.
- C. Affirmations and Declarations: By virtue of submitting this proposal, the below named proposer affirms and declares:

1. That the individual(s) submitting the proposal are duly authorized to bind the company, to sign the proposal, and to enter into a contract if offered.
2. That no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into.
3. That this proposal is made without any understanding, Contract, or connection with any other person, firm or corporation making a proposal for the same purpose and is in all respects fair and without collusion or fraud.
4. That the proposer is not in arrears to Dauphin County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Dauphin County. Also, that the proposer has no outstanding tax liability to the County, the Commonwealth of Pennsylvania, or to any local government or taxing authority within the Commonwealth of Pennsylvania.
5. The submission of this proposal and signature below shall be taken as evidence of understanding that the County 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.
6. The submission of this proposal and signature below shall be taken as evidence of acceptance of the terms and conditions of this RFP.

PART II: Technical Proposal

The following items must be included in the Technical Proposal. If subcontractors are utilized, their roles should be clearly identified and background information provided for the items that are indicated.

- A. Title Page.
- B. Table of Contents including page numbers.
- C. Project Management and Schedule including proposed methods for startup, transition, training, communication, invoicing, shipping, tracking transition and startup status, management of operations and negotiating renewal contracts. The proposed Project Schedule should include shipment dates for all deliverables, taking into account an assumed time period required by the County to review and accept each shipment. *Proposed schedules should be based on a realistic appraisal of current and anticipated workloads.*
- D. Staffing Plan: Include Detailed Staffing Plan and address each section below.
 1. Level of Service
 2. Rationale for number and types of staff
 3. Job Descriptions
 4. Post Descriptions
 5. Staff orientation program
 6. List staffing plan/matrix by facility, post and shift & specify hours per shift (use additional sheet(s) if necessary).
 - a. Prison Jail
 - b. Judicial Center

c. Work Release Center

- E. Technical Response to each task and deliverable described in the Technical Specifications. Proposals may contain as much detail as the respondent deems necessary to communicate the firm's understanding of the project and to explain its technical approach to each task. Specific topics that must be addressed here and in the Descriptions of Previous Related Projects (item G below) include:
1. Demonstrate a clear understanding of each functional requirement and how to best satisfy them to achieve an efficient and useful system that addresses all required application needs.
 2. Include a transition plan: Description of how the proposer will assume the contract, if awarded; how the transition will occur; proposed timetables. Continuity of care is a must with this contract. Should a company be awarded the contract, the County would expect complete coordination between the incoming proposer and outgoing current vendor to facilitate a smooth transition. In addition, the proposer needs to identify how it will manage off-site specialty and hospital care, identifying the services to be covered, how transportation will be handled, and which, if any, will be partly or fully provided on site (e.g., will simple x-rays be taken on site and read by the radiologist off-site.)
 3. Describe, for each facility, each of the following services and how they would be provided: (See RFP Technical Specifications)
 - a. Outline of Services to be provided
 - b. Administrative Services
 - c. Care & Treatment Requirements
 - i. Intake Screening
 - ii. Health Assessment Examination
 - iii. Physician Services
 - iv. Nursing Services
 - v. Dental Services
 - vi. Sick Call /Pill Call
 - vii. Medication Administration
 - viii. OB/GYN & Prenatal Care
 - ix. Optometry & Vision Care
 - d. Mental Health Services
 - i. Psychiatrist / Psychologist
 - ii. Psychologist
 - iii. On site, Mental Health Counseling
 - iv. Mental Health Act petitions & Inpatient care
 - e. Health Records Maintenance
 - i. Data Collection Procedures
 - ii. Processing and Reporting
 - iii. Software proposed to maintain medical records
 - iv. HIPAA compliance procedures
 - f. Quality Improvement and utilization reviews procedures
 - g. Infection Control
 - h. Health Care Grievances
 - i. Policies & Procedures
 - j. Financial Requirements
 - k. Office & Clinical Supplies, Furniture & Equipment
 - l. Fees for Medical Services

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

- m. Institutional Outside the Facility
 - n. Catastrophic Limits
 - o. Off the Street Injuries
 - p. Off-Site Specialty and Hospital Care. Inclusive but not limited to pre-natal care and OB services. Also identify how your firm will manage off-site specialty and hospital care, identifying the services to be covered, how transportation will be handled and which, if any, will be partly or fully provided on-site.
 - q. Optional MAT Proposal [Note a separate MAT RFP will be issued unrelated to this proposal. However, proposer may desire to include such concepts in this proposal as well].
4. Describe familiarity with County government, the operational elements of the organization and their roles and responsibilities in the planning, building, maintaining, integrating and operating the County Prison.
 5. Demonstrate an understanding of the level of data and integration needed to generally support County functions, in general and the three (3) facilities specifically.
 6. Demonstrate an understanding of Prison and the potential opportunities for developing additional data structures that directly support fully or partially automated data management systems.
 7. Describe any anticipated innovative approaches to data management (and/or conversion) including opportunities for automating data entry and quality assurance routines.
 8. Briefly state why your firm would be best qualified to perform the services based on the Scope of Work and requirements of the RFP.

F. ORGANIZATION, QUALITY OF CARE & PROGRAM CAPABILITY: Measured in terms of a) organizational structure and corporate and staff qualifications (executives & management staff, title, length of employment & qualifications, resumes, certifications & licenses), b) proposer's current and past experience in delivering health care services in an medical facilities, institutional or correctional setting (references) (including documentation from each site confirming service delivery), c) proposer's history of: litigation, judgments, settlements, any state, federal or grand jury investigation or class action litigation and/or debarments, d) proposer's Act 22 compliance and procedures related thereto, and e) Identify whether or not your firm is HIPAA compliant, and the policies and procedures in place related thereto.

1. Firm Background (including Subcontractors). Include the year the firm was incorporated, organization chart, main and branch office locations, and number of full-time and part-time employees assigned to the types of services requested in this RFP
2. Roles and Resumes of Key Staff (including Subcontractors). Identify each key staff member's responsibility for this project and the approximate percentage of their time that would be devoted to this project. Provide resumes summarizing professional experience and education of key staff. Include individual's resumes, certifications and licenses. Prepare an organizational chart indicating the hierarchical roles and lines of communication of key staff and subcontractors.
3. Brief Descriptions of Previous Related Projects (including subcontractors). Any number of relevant projects (or relevant portions of projects) may be cited, but only include projects completed or initiated within the last three years. Project descriptions must be concise (one page maximum) and should include the client name, year started, duration, and approximate budget.
4. Project References (including subcontractors) from at least three previous or current customers involving similar consulting and production deliverables. Include the name, address, telephone number, and email address of the chief contact person for each reference.
5. Company and key personnel awards, decorations, certifications, accreditations and job-related achievements by accrediting body, i.e. NCCHC.
6. Litigation, Judgments, Settlements, and/or Debarments: Submit information on your firm and individuals within your firm if any civil litigation and any judgments and settlements of court cases that have occurred within the last ten (10) years in any state, any class action litigation, and any debarments from doing

business with a Governmental Agency and any investigations by local, state or federal authorities including Medicare, Medicaid, grand juries, etc. that have occurred within the past ten (10) years.

- G. FORMULARY: Proposer to submit formulary for review.
- H. SUPPLEMENTAL INFORMATION: Special features, qualifications, corporate strengths, and any other factors the proposer believes is relevant to the selection process. The proposer may also address alternative service delivery systems, and the cost implications of these alternatives.
- I. Any other required information not previously listed.
- J. Resources Available for this Project (including Subcontractors): Specify the typical production staff and hardware/software resources that will be used to complete the tasks and identify the number of such staff and resources available for this project. Include evidence of corporate financial stability. Attach two (2) copies of the most current Dunn & Bradstreet Report (within the last year) to the Pricing Proposal Pages. An Audited Financial Statement and other financial information may be requested and must be provided within three (3) calendar days of request.

PART III: Proposal

- A. The complete Proposal must be mailed or delivered in a sealed and labeled envelope. ONE (1) original and FIVE (5) copies of the Proposal forms are to be submitted in a envelope and attached to your firm's original proposal submittal. Fill in each of the forms provided including Signature pages included in the RFP. Supporting documentation must be included with the Proposal Form.
- B. Price is to include the provision of all professional services, labor, materials, equipment, insurance, licenses, and applicable taxes necessary for completion of the work. Include pricing for any additional equipment required.

- C. Estimated Institutional Population: The RFP indicates an estimated number, although this is a best estimate of volume. The County is in no way guaranteeing any minimum or maximum volumes.
- D. The methodology used in determining these prices should be included in the Proposal.
- E. The County reserves the right to begin negotiations with the #2 ranked firm or resolicit the requirements if no agreement can be reached or if it is deemed to be in the best interests of the County to do so.

BALANCE OF PAGE IS INTENTIONALLY BLANK

HEALTH PRICING PROPOSAL - Prison (Main Prison Facility and Campus and Judicial Center) and Work Release Center)

PROPOSAL FORM

Submitted by: _____

Date: _____

Proposal for: INSTITUTIONAL HEALTHCARE SERVICES – COUNTY of DAUPHIN

Dauphin County Prison
Bruce LeValley
Deputy Warden of Operations
501 Mall Road
Harrisburg, PA 17111

Dear Deputy Warden LeValley:

This proposal is submitted in accordance with your Request for Proposals to be received for:

Professional services to provide Institutional Healthcare Services consists of administering, managing and supervising the healthcare delivery system of the Dauphin County Prison at two (2) physical locations: the Dauphin County Prison and the Dauphin County the Judicial Center. The same services are sought for the Dauphin County Work Release Center which is an independent facility of Dauphin County operated under the Dauphin County Court of Common Pleas. The contract resulting from the RFP will cover all of the facilities mentioned here and will be for a period of three (3) years with options to extend for an additional two (2) years in one (1) year increments.

Having carefully examined the Request for Proposals, the Specifications, the Instructions to Proposers, the Schedule, the Terms and Conditions, and all attachments etc., hereinafter referred to as "Contract Documents", together with any and all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the scope of work, the undersigned hereby offers to furnish all materials, perform all labor, provide all services, and do all else necessary to complete the work within the specified time in this proposal in strict accordance with the terms of the Contract Documents, for the following price(s) as summarized below and as detailed in the Proposal.

Subject to deviations and exceptions as stated in the Proposal and accepted by the County, the undersigned, by the signature evidenced, represents that the Proposer accepts the terms, conditions, mandates, and other provisions of the Contract Documents, said documents being the strict basis upon which the said proposer makes this proposal for the following price, to wit:

COST/FEE SCHEDULE

LINE#	DESCRIPTION	PRISON (Main Prison and Judicial Center)	WORK RELEASE CENTER	TOTAL ANNUAL COST
1	Medical Health			
1 - A	Year One*			
1 - B	Year Two*			
1 - C	Year Three*			
1 - D	Year Four - Option Year 1			
1 - E	Year Five - Option Year 2			
	Sub Total Medical Health - 5 years			
2	Dental Health			
2 - A	Year One*			
2 - B	Year Two*			
2 - C	Year Three*			
2 - D	Year Four - Option Year 1			
2 - E	Year Five - Option Year 2			
	Sub Total Dental Health - 5 years			
3	Mental Health			
3 - A	Year One*			
3 - B	Year Two*			
3 - C	Year Three*			
3 - D	Year Four - Option Year 1			
3 - E	Year Five - Option Year 2			
	Sub Total Dental Health - 5 years			
4	Eye Care			
4 - A	Year One*			
4 - B	Year Two*			
4 - C	Year Three*			
4 - D	Year Four - Option Year 1			
4 - E	Year Five - Option Year 2			
	Sub Total Other Costs - 5 years			
	BASE* Contract Cost (Year 1-3):			
	TOTAL Contract Cost (Years 1-5):			

OPTIONAL MEDICAL ASSISTED TREATMENT (MAT) PROPOSAL - NO PENALTY

Using the format above Proposer may include columns for MAT services. It is noted that a separate MAT RFP is being issued by the County. No advantage or disadvantage will be created by a decision not to include any MAT proposal here. Proposing MAT services here is entirely optional.

In case this proposal is accepted the undersigned is hereby bound to enter into a written contract within thirty (30) days after receipt of Notice of Acceptance of the above, in accordance with the solicitation, to commence and complete all of the work included under the contract in such time and such manner as designated for the various items/services it has contracted to supply or provide.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any formalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of sixty (60) days from date of opening hereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any proposer to refrain from proposing, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other proposer.

The undersigned does declare that no person other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials and services. The undersigned certifies that any exceptions to the Contract Documents and specifications are noted in the Proposal and are subject to acceptance by the County. The undersigned, by the signature evidenced, represents that the Proposer accepts the terms, conditions, mandates, and other provisions of the Contract Documents, said documents being the strict basis upon which the said proposer makes this proposal.

All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

If a Corporation (must be executed the president or vice-president [or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached], attested by the secretary, assistant secretary or treasurer of the corporation)

Signature: _____

ATTEST:
Signature: _____

Name & Title: _____

Name & Title: _____

CORPORATE SEAL

If a Partnership (must be signed by at least one general partner and witnessed)

PARTNER:

Signature: _____

Name & Title: _____

WITNESS:

Signature: _____

Name & Title: _____

CORPORATE SEAL

If a Proprietorship

PROPRIETOR:

Signature: _____

Name & Title: _____

WITNESS:

Signature: _____

Name & Title: _____

CORPORATE SEAL

BUSINESS NAME: _____

TAX I.D#: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on process and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the process of preparing and submitting a bid and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

RFP for Prison Institutional Health Care Services

State of: _____

S.S.

County of: _____

I state that I am _____ OF _____
(Title) (Name Contractor)

and that I am authorized to make this affidavit on behalf of my business, and its owners, directors and officers. I am the person responsible in my business for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

- (2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal.
- (5) _____, its affiliates,
 (Name of Contractor)
 subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
 (Name of Contractor)

acknowledges that the above representatives are material and important and will be relied on by County of Dauphin in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from County of Dauphin of the true facts relating to the submission of proposals for this contract.

A statement in this affidavit that a person has 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 responses to proposals on any public contract within the last four years, does not prohibit the County of Dauphin from accepting a proposal from or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be a ground for consideration on the question of whether the County should decline to award a contract to that person on the basis of a lack of responsibility.

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

THIS _____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

NOTARIZATIONS

Any document within this RFP specification that requires a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, the following affidavit must be completed. RFPs notarized without the embossed seal and without completing the following affidavit, as applicable, will automatically be rejected at the time of the proposal opening.

AFFIDAVIT

I, _____, _____,
(Print/Type Name) (Title)

of _____, _____ (Name
of Company) (Complete Address)

a duly authorized representative of the above company, do hereby affirm that the State of

_____ does not require an embossed seal on _____
(Name of State)

notarizations and the documents in this Invitation for Bid are true and correct and binding under the

_____ State laws.
(Name of State)

By: _____
(Signature of Duly Authorized Representative)

Sworn to and subscribed before me

THIS _____ DAY OF _____, 20 ____

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

(Notary Public)

My Commission Expires: _____

BALANCE OF PAGE IS INTENTIONALLY BLANK

**COUNTY OF DAUPHIN AFFIDAVIT OF PROPOSER'S
EMPLOYEE CRIMINAL HISTORY**

The undersigned proposer hereby certifies that the information provided below is accurate.

Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required.

1. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed:

2. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed:

3. _____
Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed:

Attach a supplemental sheet if needed and have the additional sheet notarized.

It is the successful proposer's responsibility to notify Dauphin County during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) workdays.

The notice shall include name and the position title of the employee and duties performed.

PROPOSER EMPLOYEE CRIMINAL HISTORY AFFIDAVIT, PAGE 2

(Proposer's Signature)

(Company Name)

(Print Name) (Address

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, _____

by _____

as _____

(Title)

of _____ known to me to be the person described herein, or who produced
_____ as
identifications.

NOTARY PUBLIC:

(Print Name)

(Signature) My commission expires: _____

**COUNTY OF DAUPHIN
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Warden's or Deputy Warden of Operation's Office immediately verbally or by e-mail and in writing within 24 hours after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee.
- (6) Immediately prohibit any employee of Proposer from entering or working at DCP after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (7) Making a good faith effort to maintain a drug-free workplace program.

DRUG FREE WORKPLACE CERTIFICATE, PAGE 2

(Proposer's Signature)

(Print Name)

(Title)

(Company Name)

(Address)

State of _____

County of _____

Sworn to and subscribed before me this ____ day of _____, _____,

by _____

as _____ (title)

of _____ known to me to be the person described herein, or who produced
_____ as identifications.

NOTARY PUBLIC:

(Print Name)

_____ My commission expires: _____
(Signature)

**QUALIFICATION STATEMENT
COUNTY of DAUPHIN, PA**

Company Name: _____

Address: _____

Phone: _____

FAX: _____

Principal Office: _____

Owner or Authorized Representative: _____

Role (check one): Prime Contractor. _____ Sub-Contractor. _____

Organization Type (check one):

- _____ Corporation
- _____ Partnership *
- _____ Individual
- _____ Joint Venture *
- _____ Other *

***If more than one entity, file a separate Vendor Qualification Statement**

If Sub-Contractor, name of Prime Contractor: _____

Type of work (file a separate Vendor Qualification Statement for each classification of work:

- _____ General Management
- _____ Medical
- _____ Dental
- _____ Psychological
- _____ Pharmacy
- _____ Eye Care
- _____ Other _____

The undersigned hereby represents that all statements, representations, information and documents provided in or with this Vendor Qualification Statement and attachments hereto are complete, accurate and truthful.

Signature of Authorized Representative

Date

Printed Name

Position/Title

Notary Public

Section 1 – Information on Firm/Company (these terms denote any business entity - further description is required below)

1. Background:

- a. How many years has the firm been in business? _____
- b. How many years has the firm been doing business in proposed contract field? _____

Under what names has the firm conducted business? Dates under that name?

Name: _____ Dates: from _____ to _____
Name: _____ Dates: from _____ to _____
Name: _____ Dates: from _____ to _____

- c. Provide as **Attachment 1** to this Vendor Qualification Statement identifying all jurisdictions in which the firm is licensed or otherwise qualified to do business. List and provide copies of any business or trade licenses, certificates or registrations (to the extent that they apply to the Contract Work) held by the firm.
- d. If the firm is a corporation, provide the following information:
 - i. Date of incorporation: _____
 - ii. State of incorporation: _____
 - iii. President's name: _____
 - iv. Vice President's name: _____
 - v. Secretary's name: _____
 - vi. Treasurer's name: _____
- e. If the firm is a partnership, provide the following information:
 - i. Date of formation: _____
 - ii. Type of partnership: _____
 - iii. Names of partners: _____
- f. If the firm is individually owned, provide the following information:
 - i. Date of formation: _____

THIS IS A REQUEST FOR PROPOSALS; THIS IS NOT A BID SOLICITATION

ii. Name of owner: _____

g. If the firm is other than those listed above, describe it and name the principals:

2. Financial Information

Submit as **Attachment 2** to this Vendor Qualifications Statement the firm's Dunn and Bradstreet reports for the two (2) most recent years or a financial statement, preferably audited, including the firm's latest balance sheet and income statement.

Section 2 – Experience and Performance

1. General

a. Provide the annual contract volume in dollars completed by the firm in the past three years:

Year _____	Amount _____
Year _____	Amount _____
Year _____	Amount _____

b. Identify the percentage of work on similar projects that the firm typically performs with its own work force. _____

c. List the categories of work that the firm normally performs with its own workforce.

2. Experience and References

Submit as **Attachment 3** to this Vendor Qualifications Statement:

a. Three (3) detailed work descriptions for relevant contracts that are similar in size and scope to the Contract Work. The descriptions shall include, at a minimum, the following information presented in order listed below:

- i. Name of project, type and location.
- ii. Description of the project, scope of work, and relevance to the current solicitation.
- iii. Contact information for the owner representative familiar with the firm's work performed on the project. Include name, address, telephone number(s) and e-mail address.
- iv. The original bid/proposal price and the final contract cost. If the contract is ongoing, estimate the final price and cost relative to the original price and cost.
- v. The original dates of contract performance, start and completion. If the contract is ongoing, give the anticipated completion date relative to the original schedule. List any contract extensions.

- vi. As available, provide performance ratings of work performance evaluated by the owner or owner's representative.

And

- b. A complete list and brief descriptions for all public contracts that the firm is currently performing and has completed within the past three (3) years, not to exceed 30. These descriptions shall include:
 - i. Name of the project, type, and, location
 - ii. Brief description of the project
 - iii. Contact information for owner representative.
 - c. If the firm has not been in business for the past three (3) years, then the County will evaluate experience of the firm's officers, management and owners or partners.
3. Performance Evaluations
- Submit as **Attachment 4** to this Vendor Qualifications Statement copies of all performance evaluation reports received for all projects listed in accordance with paragraphs 2a, 2b or 2c above. For the purposes of this requirement, the term "performance evaluation report" means any documents within the firm's control or possession that were prepared to evaluate, or to score in any way the firm's performance on a project.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. Safety Record

Submit as **Attachment 5** to this Vendor Qualifications Statement the information specified herein and verify this information by providing copies of OSHA 300/200 Forms or appropriate documentation from insurance carriers, as applicable. The firm may submit written explanations to comment on or clarify its safety record. Include any safety citations for the same period.

5. Health Record

Provide in an **Attachment 6** to this Vendor Qualifications Statement a list of any health citations issued by the federal, state, or local agencies for serious or willful violations issued in the past three (3) years, beginning with the most recent year available. Include a separate statement for any such violations and include the citation number, a brief description of the violation and the amount of penalty, if any, for each violation and the current status of the violation.

Section 3 – Required Disclosures

The firm shall answer the following questions with regard to the most recent three (3) years. If any question is answered in the affirmative, the firm shall submit as **Attachment 7** to this Vendor Qualifications Statement, for each affirmative answer, a written explanation which shall provide details concerning the matter in question, including applicable dates, locations, name of projects/project owners and current status of any such matter.

1. Is the firm currently debarred or suspended from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

2. Has the firm ever been debarred or suspended from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

3. Has the firm ever been otherwise prohibited from doing business with any federal, state or local government agency or private entity?

Yes _____ No _____

4. Has the firm ever been denied prequalification (not including short listing), declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency or private entity?

Yes _____ No _____

5. Has the firm ever defaulted, been terminated for cause or otherwise failed to complete any project/contract that it was awarded by any federal, state or local government agency or private entity?

Yes _____ No _____

6. Has the firm ever been assessed or required to pay liquidated damages in connection with any project/contract that it was awarded by any federal, state or local government agency or private entity?

Yes _____ No _____

7. Has the firm ever had and business or professional license, registration, certificate or certification suspended or revoked?

Yes _____ No _____

8. Has the firm ever had any liens or other legal action taken against the firm as a result of its failure to pay workers, subcontractors or suppliers?

Yes _____ No _____

9. Has the firm ever been denied bonding or insurance coverage or been discontinued by a surety or insurance company?

Yes _____ No _____

10. Has the firm ever been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws or environmental laws by a final decision of a court or agency?

Yes _____ No _____

11. Has the firm ever defaulted, been terminated for cause or otherwise failed to complete any project/contract that it was awarded by any federal, state or local government agency or private entity?

Yes _____ No _____

12. Has the firm or any of its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any of the firm's business?

Yes _____ No _____

13. Has the firm ever been the subject to any bankruptcy proceeding?

Yes _____ No _____

Section 4 – Required Representations

In submitting this Vendor Qualifications Statement, the makes the following representations, which it understands are required in condition of performing the Contract and receiving payment for same.

1. The firm will possess all applicable professional, business and trade licenses required by performing the Contract.
2. The firm satisfies all bonding and insurance requirements as stipulated in the solicitation for the Contract.
3. The firm and all subcontractors it employs in the performance of the Contract shall be in full compliance with the Commonwealth of Pennsylvania’s requirements for worker’s compensation insurance according to all applicable laws, and unemployment insurance according to all applicable laws.
4. If awarded the Contract, the firm represents that it will not exceed its current bonding limitations when the Contract is combined with the total aggregate amount of all open or unfinished contracts for which the Firm is responsible.
5. The firm represents that it has no conflicts of interest with the County of Dauphin, the Commonwealth of Pennsylvania and, if awarded the Contract, any potential conflicts of interest that may arise in the future will be disclosed immediately to the County.
6. The firm represents that the price offered in connection with its proposal for the Contract was arrived at independently without consultation, communication or agreement with any other Proposer or competitor.
7. The firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Section 5 – Administrative Screening

1. Do you agree not to sell or use lists of the customer data and point of sale information for any purposes other than those agreed upon in writing by the County?

Yes _____ No _____
2. Offeror has three (3) or more years of experience providing data management and reporting support to clients?

Yes _____ No _____
3. Offeror agrees that the database design for all of the applications uses a single central database?

Yes _____ No _____

4. Offeror confirms that the system US GAAP compliant.

Yes _____ No _____

5. Offeror's proposed system is totally Internet accessible by all users, both internal and external, following ADA compliance.

Yes _____ No _____

6. Offeror's proposed system is totally Internet accessible by all users, both internal and external, following ADA compliance.

Yes _____ No _____

7. Offeror's proposed system has secure revenue, reconciliation, and remittance that is certified as PCI compliant with both Data Security Standards (DSS) and Application standards, and certified by a Qualified Security Assessor.

Yes _____ No _____

Section 6 – Points of Contact

Proposers are to provide the following points of contact within their organization:

A. Inside Contract Administrator for Firm

Name: _____

Address: _____

_____ FAX:

Phone: _____

Email:

Hours of Availability: _____

A. Customer Service Contact

Name: _____

Address: _____

_____ FAX:

Phone: _____

Email:

Hours of Availability: _____

B. Emergency Contact

Name: _____

Address: _____

_____ FAX:

Phone: _____

Email:

Hours of Availability: _____

**COUNTY OF DAUPHIN SECURITY STATEMENT
USE OF CONFIDENTIAL INFORMATION**

Our company will respect and maintain strict confidentiality in the use of all data that our company employees main gain access to for the purpose of preparing a response to the Request for Proposal indicated below and for the performance of any subsequent contract. Information obtained from the County will be used only by authorized company employees and for only those purposes for which the County provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the County promptly after use, all documents supplied along with all records of information derived there from.

Signature of Company Representative

Date

Name

Title

Company Name

**Federal Health Insurance Portability and Accountability Act (“HIPAA”) Business
Associate Agreement (“Agreement”)**

I. Definitions

- (a) “Business Associate” shall mean the CONTRACTOR.
- (b) “Covered Program” shall mean the COUNTY OF DAUPHIN and any agency, department or officer thereof.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
 - (h) The Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Programs' compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions.

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as set forth in the main agreement herein, after which time, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) Termination for Cause. Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the covered program, therefore the covered program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the covered program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's objections under this agreement.

VIII. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the **HIPAA** Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health law, Article 27-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

FIRM NAME: _____

OFFICE ADDRESS: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

REFERENCE FORM
INSTITUTIONAL HEALTHCARE SERVICES COUNTY OF DUAPHIN, PA

*Include in proposal response one (1) reference letter from each of the references provided below.
References should not be agencies or individuals employed within a County of Dauphin agency.*

1. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

_____ FAX: _____

Phone: _____

Email: _____

Date of Contract: _____

Brief Description of Scope of Work: _____

2. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

_____ FAX: _____

Phone:

Email:

Date of Contract: _____

Brief Description of Scope of Work: _____

3. Company Name: _____

Contact Person: _____

Title: _____

Address: _____

_____ FAX: _____

Phone:

Email:

Date of Contract: _____

Brief Description of Scope of Work: _____

BALANCE OF PAGE IS INTENTIONALLY BLANK

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional) County of Dauphin 2 S. 2nd Street Harrisburg, PA 17101
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they