

REQUEST FOR PROPOSAL (RFP)
MEDICATION ASSISTED
TREATMENT

for

Dauphin County Prison (inclusive of Prison and Work
Release Center)

Proposals must be submitted to Deputy Warden of Operations
electronically through Bruce LeValley,
BLeValley@dauphincounty.gov

Proposals Due: April 11, 2025, at 11:00 AM

Issue Date: February 21, 2025

Contents

REQUEST FOR PROPOSALS	3
GENERAL TERMS AND CONDITIONS	5
SPECIAL CONDITIONS.....	14
1.0 INTRODUCTION.....	18
2.0 BACKGROUND/GENERAL INFORMATION.....	18
3.0 OBJECTIVES	20
4.0 QUALIFICATIONS OF THE PROPOSER	20
5.0 SCOPE OF WORK - PRISON.....	21
6.0 SCOPE OF WORK – SUBSTANCE USE SERVICES	30
8.0 GENERAL REQUIREMENTS	33
9.0 REQUIRED FORMAT AND CONTENTS OF PROPOSALS.....	36
EXHIBIT A – SAMPLE AGREEMENT	42
EXHIBIT B – SAMPLE INSURANCE CERTIFICATE.....	54
EXHIBIT C – VIVITROL DAUPHIN COUNTY PRISON PROGRAM PROCESS	55
EXHIBIT D - MINIMUM ASSESSMENT COMPONENTS.....	56
EXHIBIT E – COMMONLY USED VALIDATED SCREENING AND ASSESSMENT TOOLS	58
SIGNATURE PAGE	59
COST PROPOSAL.....	60
SUBCONTRACTORS	61
REFERENCE PAGE FOR CONTRACTOR	62
AFFIDAVIT OF EMPLOYEE CRIMINAL HISTORY	64
PA CHILD PROTECTIVE SERVICES COMPLIANCE VERIFICATION FORM.....	66

REQUEST FOR PROPOSALS

I. Description

Dauphin County is requesting Proposals for the provision of Medication Assisted Treatment (MAT) Services to support services for the Dauphin County Prison which includes two (2) facilities: the Prison proper, and the Work Release Center, operated by the Dauphin County Court of Common Pleas (“Facilities”). Proposers must have at least five (5) years of demonstrated experience in a correctional setting. The successful Proposer must adhere to strict security standards.

II. **Pre-Proposal Meeting:** A Pre-Proposal Meeting is scheduled for **March 13, 2025, at 9:00 a.m.** The meeting will begin at the Dauphin County Prison, 501 Mall Road, Harrisburg, PA 17111 and will continue to the other named facilities after.

III. This is the only opportunity for prospective Proposers to visit the Facilities. The purpose of the meeting is to discuss the RFP scope of services. The County will entertain questions, however prospective Proposers must understand that the County’s oral response to any question at the Meeting shall be unofficial and non-binding. All questions, comments or other concerns regarding this RFP must be submitted in writing prior to the Question deadline shown below. On the day of the Meeting, attendees must provide a valid state-issued identification card/driver’s license before the Meeting. Cell phones, cameras and weapons are not permitted.

Potential Proposers planning to attend the pre-proposal meeting, should email Bruce LeValley at BLEValley@dauphincounty.gov with Company Name, name(s) of attendees (maximum of two per Company), emails, phone numbers, completed NCIC (form located in Public Purchase under “Pre-Bid conference”) and copy of driver license for each attendee by 11 a.m. on March 6, 2025.

IV. Questions

Any questions related to the Proposal must be received in writing no later than 11 a.m. on **March 20, 2025**, to:

Bruce LeValley at BLEValley@dauphincounty.gov

All questions received by the deadline will be answered via addenda and posted to the prison’s website.

V. Proposal Submission

Proposals must be submitted electronically to the email above in response to this RFP. In addition to the required copy, please include a ***redacted*** copy of your proposal if any information is deemed proprietary. Proposals must be submitted no later than 11:00 a.m., Eastern Standard Time, **April 11, 2025**.

In order to help ensure appropriate compliance with the Pennsylvania Right to Know law, Proposer shall submit one redacted copy of the proposal (in addition to the other required copies of the un-redacted proposal) if proposer believes that the response contains information that consists of trade secrets, or proprietary or otherwise confidential information. Proposer must also provide a written statement signed by a representative of the Proposer that the record contains a trade secret or confidential proprietary information.

GENERAL TERMS AND CONDITIONS

- 1.0 This “Request for Proposal” is defined as all documents referenced in the “Table of Contents” found in this Request for Proposal and any addenda issued by the County. All documents referenced in the Table of Contents are hereby incorporated into and made a part of this Agreement to the same extent as if they were fully set forth herein.
- 2.0 While the County has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, all Proposers are urged to conduct their own investigations into material facts and the County shall not be held liable or accountable for any error or omission in any part of this Request for Proposal.
- 3.0 Proposers must present suitable evidence of their financial standing and furnish a list of similar work/services recently completed/performed. The County reserves the right to conduct independent background checks to determine the financial strength of any and all firms submitting Proposals.
- 4.0 No verbal instructions or information to Proposers will be binding. This Request for Proposal is considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof before the **Question deadline**.
- 5.0 Questions will be answered in the form of addenda to this Request for Proposal and will be posted on the prison’s website. These addenda shall then be considered part of this Request for Proposal. Please Note: It is the responsibility of the Proposer to check the website for any information that is available regarding the Request for Proposal.
- 6.0 Submitted Proposals will be considered as conclusive evidence of complete examination of the Request for Proposal and constitutes express acceptance by the Proposer of all terms and conditions and provisions of this Request for Proposal including all addenda, attachments, and exhibits. Failure to comply with any of the conditions may result in the rejection of the Proposal or the immediate termination of any Agreement which may have been awarded. County reserves the sole right to waive technicalities and accept or reject any and all Proposals or items therein, in the best interest of the County as it deems proper and/or necessary.
- 7.0 The County reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.
- 8.0 Proposal forms and instructions are provided in the Request for Proposal and must be used when submitting the Proposal.
- 9.0 Each Proposal must be submitted electronically as designated above. All Proposals must be submitted and received by the due date to be considered.
- 10.0 Proposals shall be submitted at no cost to the County and any Proposal received shall remain the property of the County. Any subsequent costs relating to contract negotiations are entirely the responsibility of the Proposer.
- 11.0 There will be no formal public opening of Proposals: therefore, Proposals shall not be available for review.
- 12.0 Information contained in the Proposals will not be disclosed during the review process.
- 13.0 Any Proposer who has demonstrated unsatisfactory performance during any Agreement with the County of Dauphin or any other organization may be considered unqualified. The County reserves the right to exercise this option as the County deems proper and/or necessary.

- 14.0 If only one Proposal is received, the County may initiate negotiations or seek additional proposals on an informal or formal basis.
- 15.0 Proposals will be evaluated based on, but not limited to, the criteria submitted and the completeness, clarity, and content of the Proposal.
- 16.0 County, upon review of the Proposals, may request and schedule Proposer(s) to meet at a designated time, date and County location for a conference call, an interview and/or presentation/demonstration to obtain additional information and/or clarification from Proposer(s).
- 17.0 County reserves the right to negotiate the terms and conditions and request a best and final offer. Negotiations may be suspended or terminated at any time the County determines additional negotiations would be unproductive and negotiate with another Proposer of its choice.
- 18.0 Agreement: County reserves the sole right to enter into an Agreement with the Proposer offering services and experience that represent the best interest and overall value to the County.
- 18.1 Proposer agrees to use and sign the County's Agreement which includes terms and conditions as specified in the Request for Proposal and Agreement (Attachment A)
 - 18.2 Successful Proposer is required to sign and have witnessed three (3) original Agreements and provide the required Certificate of Insurance. The Agreements shall be presented to the County Board of Commissioners for consideration and approval. Upon Commissioners' approval and signature, a fully executed Agreement shall be forwarded to the Contractor.
 - 18.3 If an Agreement cannot be negotiated within ten (10) days of notification to the successful Proposer, the County may terminate negotiations with that Proposer and negotiate an Agreement with another Proposer of its choice.
 - 18.4 The Request for Proposal is intended to cover the performance of all work/services that may be required or necessary for the complete performance of the Agreement.
- 19.0 Order of Precedence: The Agreement will incorporate, in order of precedence, the following:
- 19.1 The County Agreement.
 - 19.2 The County Request for Proposal and any addenda thereto.
 - 19.3 Pertinent portions of the Proposal submitted by the successful Proposer and agreed to by the County.
- 20.0 Contract Modification and Amendment:
- 20.1 Any alteration, variation, modification, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto, by execution of an Amendment which shall be attached to and become part of the Agreement.
 - 20.2 No extras or additional work/services will be allowed or paid for unless such extras or additional work/services are ordered in writing by the County and the price fixed and agreed upon before such work/services are performed.
- 21.0 Contractor shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and hold harmless the County, its agents, and employees for or on account of any

damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Contractor in fulfilling the terms of the Agreement.

- 22.0 Contractor shall not assign, subcontract, or transfer any portion of services covered by the Request for Proposal without prior written consent of the County.
- 23.0 Contractor certifies that he is totally independent of any Company or Contractor that may perform work for the County regarding the Agreement and that Contractor will not receive any remuneration of commission of any kind from any such Company or Contractor as a result of the Contractor's performance under this Agreement.
- 24.0 Contractor certifies that to the best of their knowledge, no County official or employee has a vested interest, financial or otherwise in the Agreement. Contractor agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.).
- 25.0 Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of the Agreement. Conflict of interest may constitute grounds for termination of any Agreement with the Contractor following notification by County to Contractor where same is not corrected by Contractor within the time period established by County in such notice.
- 26.0 Contractor assumes responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Contractor's own agent/servants, workers and employees.
- 27.0 Contractor expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Contractor from meeting his obligations hereunder.
- 28.0 It shall be the responsibility of the Contractor 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.
- 29.0 Contractor is responsible for familiarity and compliance with statutes that apply to their performance under their Agreement.
- 30.0 Contractor certifies that they are not currently under suspension or debarment by the Commonwealth, any other state, or the federal government and if the Contractor cannot so certify, then Contractor agrees to submit along with the Proposal, a written explanation of why such certification cannot be made. If at any time Contractor or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen calendar (15) days of the date of suspension or debarment. The failure of the Respondent to notify Dauphin County of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with Dauphin County. Should subsequent debarment occur, that may result in cancelation of the contract by the County.
- 31.0 If Contractor enters into subcontracts or employs under this Agreement any Subcontractors or individuals who are currently suspended or debarred by the Commonwealth or the federal government during the term of the Agreement or any extensions or renewals thereof, the County shall have the right to require the Contractor to terminate such subcontracts or employment.
- 32.0 Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Contractor's compliance with terms of this or any other agreement between the Contractor and Commonwealth which result in the suspension or debarment of the

Contractor. Such costs shall include, but are not limited to, the salaries of investigators including overtime, travel and lodging expenses and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.

33.0 If applicable, Contractor certifies that they or their Subcontractors are not debarred or suspended from the Medicaid and/or Medicare programs. Contractor must notify the County immediately if the above status occurs and/or changes. Contractors can review the suspended or debarred Contractors at www.dgs.state.pa.us and from the U.S. Office of the Inspector General at <http://oig.hhs.gov/exclusions/index.asp> and U.S. General Services Administration at <https://www.sam.gov>. Contractors and/or Subcontractors who are identified on any debarment list will automatically be rejected by the County of Chester.

34.0 Contractor certifies that they will provide a drug-free workplace in accordance with 45 CFR 76.

35.0 Insurance:

35.1 Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation insurance policies per statutory requirements. Original Certificate(s) of Insurance showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Dauphin, will be submitted by Contractor to the County along with the signed Agreement. The County will not approve the Agreement if a Certificate of Insurance is not present.

Each policy and Certificate of Insurance shall contain an endorsement naming the County of Dauphin as "Additional Insured". If Additional Insured language is not included, the Agreement will not be approved.

35.2 At a minimum, the Contractor must carry at least the following:

CONTRACTOR will maintain at its sole expense a valid policy of insurance covering: Professional Liability insurance acceptable to the County in the amount of Ten Million (\$10,000,000.00) Dollars in the aggregate and Three Million (\$3,000,000.00) Dollars per claim. 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. It is also required that the COUNTY is named a certificate holder and added to the policy as additional insured. Proof of the insurance set forth in this section shall be provided by CONTRACTOR to PRISON within ninety (60) days of the full execution of this AGREEMENT.

Additionally, and if applicable, any independent contractor, each physician, psychiatrist, psychologist, and nurse who renders Professional Services will provide the County with evidence of Professional Liability Insurance with the above limits.

Policy shall contain no retroactive date.

Claims-made basis acceptable for *Professional Errors and Omissions*.

Computer Crime Coverage

\$1,000,000 Minimum Limit (to include data processing service operations)

- 35.2 If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to the completion date shown on Agreement, the County reserves the right to withhold payment until an updated Certificate of Insurance is provided.
- 35.3 If Professional Services are provided, Contractor shall provide proof of Professional Errors and Omissions Liability insurance coverage.
- 35.4 Contractor shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services under the Agreement.
- 35.5 Contractor shall immediately advise the County of any cancellation or change in insurance(s).

36.0 Contractor hereby expressly waives any immunity under the Workers Compensation Act, either as an employer or statutory employer, for any claim that may be brought by the County. This waiver is intended to comply with the provisions of 77 [P.S. 481\(b\)](#), wherein the Contractor agrees to indemnify the County from liability for acts of negligence which may cause harm to the Contractor's Employee(s). Contractor accepts, in so far as the work covered by any such Agreement is concerned, the provisions of the Workers Compensation Act and any reenactments, supplements and amendments thereto.

37.0 Contractor agrees to maintain records relating to performance of the services hereunder as required by the County. Such records shall be open for inspection to the County and such agents of the County as are designated during reasonable business hours.

38.0 County shall be the owners of and entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under the Agreement.

39.0 Default/Resolution:

- 39.1 If the Contractor or County defaults in its performance under the Terms and Conditions of the Agreement, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated.
- 39.2 Contractor agrees to replace any individual on their project team upon reasonable request of the County. The County has the sole right to accept and reject any individual assigned to this project by Contractor.
- 39.3 The County reserves the right to suspend, revise or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the Agreement.

- 40.0 Contractor and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Contractor or County during the period of, and for one year after, the termination of the Agreement without written approval. Contractor and County agree that such approval will not be unreasonably withheld.
- 41.0 If applicable, Contractor agrees to comply with the 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) relative to the processing, confidentiality and security of medical and/or health information and related documentation/records in connection with Contractor's provision of services as set forth under the Agreement and hereby agrees to indemnify, defend, reimburse and hold harmless the County, its officers, agents and employees for, or on account of, any violation of HIPAA attributable to its performance under the Agreement which subjects the County to any non-compliance penalties, whether civil or otherwise.
- 42.0 Contractor shall ensure that all staff and subcontracted personnel have had a criminal history background check completed indicating that no offense(s) exist that would prohibit employment. Contractor is to immediately notify the County of all felony or misdemeanor charges filed against Contractor, its employees and/or Subcontractors.
- 43.0 If applicable, Contractor agrees to comply with the PA Older Adult Protective Services Act as amended by Act 13 of 1997 regarding immediate mandated reporting by an employee or an administrator who has reasonable cause to suspect that a resident/patient, in the age 18 to 59 or 60 plus populations, is a victim of abuse or neglect and to immediately make an oral report to the County's Elder Abuse Hotline at 1-800-564-7000.
- 44.0 Contractor affirms to comply with Pennsylvania's Child Protective Services Law including, but not limited to, clearance requirements (23 Pa.C.S.A. §6311), and reporter training (23 Pa.C.S.A. §6383), as applicable.
- 45.0 If applicable, Contractor is responsible for familiarity and compliance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federally funded awards – CFR Sections 200.318 through 200.326.
- 46.0 If applicable, Prison Rape Elimination Act Compliance:
- 46.1 Pursuant to federal regulations promulgated under the authority of The Prison Rape Elimination Act ("PREA"), (Public Law 108-79 (2003); 42 U.S.C. § 15601 et seq.; 28 C.F.R. 115.5 et seq.), Contractor understands and agrees that they shall adopt and comply with all PREA regulations, including, but not limited to, the standards related to hiring and promotion as set forth in 28 C.F.R. 115.17.
 - 46.2 Contractor acknowledges that the PREA standards apply to all Contractor employees, subcontractors, or anyone working on behalf of the Contractor who will work within the Prison.
 - 46.3 Contractor shall be responsible for and agrees to indemnify and hold harmless the County and the Prison from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County or the Prison as a result of the Contractor's failure to comply with PREA.
- 47.0 Contractor (Vendor), its employees, agents, servants, and any subcontractors of Contractor are independent contractors under this Agreement and are not deemed to be employees, agents, servants, or subcontractors of the County in any manner whatsoever.

- 48.0 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, 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, and its goodwill, and that a breach of the terms of this paragraph is a material breach of this Contract. Proposer acknowledges that a breach of this confidentiality 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.
- 49.0 Please be advised that in submitting any documents in response to any County Request for Proposals (RFP), that the County, as a political subdivision, is a Local Agency and is subject to the Pennsylvania Right to Know Law (65 P.S. Section 67.101 et seq.) and is required to disclose public records with the exception of records containing “trade secrets” as defined under the Right to Know Law. Right to Know requests must be submitted to the County of Chester Solicitor.
- 50.0 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Contractor has the responsibility and obligation to become aware of and comply with all applicable statutes, rules and regulations which affect this transaction in any regard.
- 51.0 Right to Protest. A). Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Deputy Warden of Operations for the Prison. Protests relating to cancellation of invitations for bids or requests for proposals and protests relating to the rejection of all bids or proposals are not permitted. B). Time for Filing. If a protest is submitted by a prospective bidder or prospective offeror, the protest must be filed before bid opening time or proposal receipt date. If a protest is filed by a bidder or offeror or a prospective contractor, the protest must be filed within seven (7) days after the protesting bidder or offeror, or prospective contractor knew or should have known of the facts giving rise to the protest except that in no event may a protest be filed later than seven (7) days after the date the contract was awarded. Date of filing is the date of receipt of protest. Untimely filed protests must be disregarded by the County. C). Authority to Resolve Protests. The Prison Board, or their respective designees, shall have the authority to settle and resolve a protest of an aggrieved proposer, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. D). Decision. If the protest is not resolved by mutual agreement, the Board shall promptly issue a decision in writing. The decision shall state the reasons for the action taken. A copy of the decision shall be emailed, mailed, or otherwise furnished immediately to the protestor.
- 52.0 Right-To-Know Law. A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Contractor provides the County, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor herein if the agency needs the Contractor’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Contractor’s assistance in responding to a RTKL request for records in the Contractor’s possession, the Contractor shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor’s possession which arises out of the Contract that the County requests (“Requested Information”) in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Contractor shall indemnify and

hold the County harmless for any damages, penalties, detriment, or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County. D). The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, Contractor will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Contractor for any costs associated with complying with this provision. F). Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

In order to help ensure appropriate compliance with the Pennsylvania Right to Know law, Proposer shall submit one redacted copy of the proposal (in addition to the other required copies of the un-redacted proposal) if proposer believes that the response contains information that consisting of trade secrets, or proprietary or otherwise confidential information. Proposer must also provide a written statement signed by a representative of the Proposer that the record contains a trade secret or confidential proprietary information.

53.0 The Contractor must certify, in writing, that as of the date of its execution of its bid, it has no tax liabilities or other Commonwealth or Dauphin County obligations. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the proposal through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the County if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth or Dauphin County obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within ten calendar (10) days of the date of suspension or debarment. The failure of the Contractor to notify the County of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with the County. In the event that Contractor is debarred or suspended, the County reserves the right to immediately terminate the contract with Contractor. The selected Contractor will be the sole point of contact concerning all contractual matters for the duration of the contract term. All members of a delivery team shall certify to this requirement.

54.0 Breach of Personal Information Act:

The Contractor must comply with Pennsylvania's Breach of Personal Notification Act ("BPINA"), 73 P.S. § 2301, et seq. During the course of this Agreement, Contractor may obtain or be given access to the Personal Information of Commonwealth residents. Pursuant to Section 2302 of BPINA, "Personal Information" includes an individual's first name or initial and last name and: social security number, driver's license, state-issued identification card, financial account number, credit or debit card number, medical information, health insurance information, a username or email address with way to access account. Upon discovery of a breach, Contractor must provide notice of said breach to the County as soon as practically possible, but not more than seven (7) days following date of discovery of breach. The date of discovery is the date Contractor first had knowledge or reasonable suspicion that a breach occurred. In

accordance with Section 2303 of BPINA, the County is responsible for making the subsequent determinations as to whether to provide notice of breach to affected Commonwealth residents in accordance with the requirements of BPINA.

REST OF PAGE INTENTIONALLY BLANK

SPECIAL CONDITIONS

Please Note: Special Conditions listed below are a material part of this Request for Proposal. Failure to comply with the Special Conditions may result in rejection of the Proposal or termination of any contract, which may be awarded.

- 1.0 **Qualifications of the Proposer:** Proposer must have at least five (5) years of demonstrated experience in providing MAT services in a correctional setting of similar size to the County of Dauphin and scope of services as specified in this Request for Proposals (RFP). Successful Proposer must adhere to strict security standards.
- 2.0 **Agreement:** The attached sample Agreement is the County's standard contract document which specifically outlines the contractual responsibilities. All Proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to this document must be identified as Exceptions. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, Proposers should review any proposed revisions with an officer of the Company having authority to execute the contract. No alterations can be made to the contract after award by the County Board of Commissioners. (Exhibit A).
- 3.0 **Vendor Interview/Presentation:** Upon review of the Proposals, the County reserves the right to request and schedule meeting(s) at a designated time, date, and location for an interview and/or presentation.
- 4.0 **Subcontracts:** Intended use of subcontracted services for any part of this RFP must be identified in your proposal.
- 5.0 **Child Abuse Clearances Required:** Proposers are required to complete and return the PA Protective Services Compliance Verification Form with their Proposal. Copies of Pennsylvania Child Abuse Clearances (Childline) are required for all employees and subcontractors.
- 6.0 **Identification:** Contractor employees must wear company uniform with company name and visibly wear/display a company identification badge. Contractor employees deemed to be disruptive, unqualified or under the influence will have their security withdrawn and will be permanently removed from County facilities.
- 7.0 **Prison Security Requirements:** Employees and Subcontractors may be required to attend Prison Rape Elimination Act (PREA) training. The Prison will perform a National Crime Information Center (NCIC) security background check on all employees and subcontractors at least one (1) week prior to beginning work. The successful Contractor must provide copies of Pennsylvania Child Abuse History Clearances (Childline) and the following information for all employees and subcontractors scheduled to work on this project.
 - a. Name including Maiden Name, if applicable
 - b. Social Security Number
 - c. Address
 - d. Date of Birth
 - e. Sex
 - f. Race
- 8.0 **Invoicing/Payments:** The County will pay the amount due to the Contractor within thirty days after receipt of a correct invoice. Payment shall be made promptly following receipt of correct invoice(s) submitted and subject to County approval of satisfactory performance of the work required under this Agreement. No additional payments shall be made for out-of-pocket expenses. The County reserves the

right to deduct ten percent (10%) per month from the payment due for processing fees subject to a twenty-five-dollar minimum on any outstanding request(s) for payment. The County assumes no liability for any payment request older than six (6) months from the delivery or completion of work. Invoices must reference the Dauphin County Contract I.D. # associated with the Contract and shall be submitted to:

Dauphin County Prison
Attn: DiAndra Pena
501 Mall Road
Harrisburg, PA 17111

- 9.0 **Term of Agreement**: The term of this Contract shall be for a three-year period beginning on or about June 4, 2025, through and including June 4, 2028. The County reserves the sole right to either extend this Agreement for two (2) additional one (1) year periods or issue a new Request for Proposal, as it deems proper and/or necessary in the best interest of the County. Extension of this Agreement shall be transmitted by written Amendment to this Agreement with signature of authorized official of Contractor and signature of County. For whatever reason an Amendment and/or new Agreement is not in place, the term of this Agreement shall automatically extend on a month-to-month basis until terminated by either party. The County reserves the right to negotiate terms and conditions in the best interest of the County.
- 10.0 **Previous and/or Current Performance of Contractor**: Any Proposer who has demonstrated poor performance during a current or previous Agreement with the County of Chester or any other organization may be considered as an unqualified source and their bid may be rejected. Contractor must have been in business for a minimum of five (5) years. The County reserves the right to exercise this option, as the County deems proper and/or necessary.
- 11.0 **Termination**: County reserves the sole right to terminate this Agreement at any time for any reason by sending written notice Registered Mail, Return Receipt Requested at least ten (10) days prior to the desired termination. The ten (10) day notice shall begin when the notice is delivered and signed for by the Contractor. In the event the notification is unable to be delivered to the Contractor's listed address, the ten (10) day period will begin from the date of the first attempted delivery.
- 12.0 **Additional Services**: County of Dauphin reserves the right to add similar items/service or delete items/service specified in the contract as requirements change during the period of the contract. County of Dauphin and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions. Alternatively, at its own discretion, County of Dauphin may revise the contract requirements and issue a new solicitation. It is understood and agreed between the parties herein that the County of Dauphin shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
- 13.0 **Abandonment or Delay**: If services to be provided under this Contract are abandoned or delayed by the Contractor, or if at any time, the County of Dauphin is of the opinion and certifies in writing that services have been abandoned or delayed by the Contractor, the County may annul the Contract or any part thereof if the Contractor fails to resolve the matter upon thirty (30) days written notice.
- 14.0 **Lack of Funds**: Notwithstanding any other provisions of the Contract, if funds anticipated for continued fulfillment of this Contract are at any time not forthcoming, through failure of the State/County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the Contract without penalty by giving not less than thirty (30) days written notice.

- 15.0 **Required Reports/Meetings:** Contractor shall submit any and all program reports, invoices, budget revisions, proposal revisions and other such documents as may be required by County. If Contractor fails to comply with any such requirements in a timely fashion County may suspend payments. Contractor may be required to attend Prison Board meetings to report on MAT services as requested by the County.
- 16.0 **Copyrights:** County shall have exclusive property rights and/or a royalty-free irrevocable license to publish, translate or reproduce any and all material, reports, studies, instruments, curricula, media, writings, recordings, films, pictorial reproductions, drawings or other graphic representations, computer programs, or works of similar nature (hereinafter called “data”) which, if any, are developed under the funding of this Agreement. Said data shall become property of County at the close of the Agreement period. Said data does not include Contractor’s financial reports or other information incidental to the administration of this Agreement. Such use by the County shall be without additional payment or approval by Contractor.
- 17.0 **Public Information:** Contractor shall not publish any findings based on data obtained from the operation of this Contract without written consent of the County of Dauphin.
- 18.0 **Research:** No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Dauphin County Prison Administration. The conditions under which the research will be conducted shall be agreed upon by the Contractor and the Dauphin County Prison governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate’s participation as a subject.
- 19.0 **Confidentiality:**
- a. Contractor agrees that all individuals diagnosed, counseled, treated, placed, or receiving any services defined in this Agreement, or former recipients of such services, shall be secure in the confidentiality of their names, identities, records, and the general information contained in their files except as disclosure is permitted by applicable laws and regulations and policies of the County, or by informed written consent signed by the individual or his/her legal representative, as required, or by court order.
 - b. Contractor shall, to ensure confidentiality of individual information, make provisions for security of records and protection of individual privacy as required by applicable laws or regulations. Contractor shall require that all subcontractors adhere to the applicable confidentiality laws and regulations and policies of the County.
 - c. Contractor agrees to abide by all relevant Confidentiality laws and regulations pursuant to substance abuse treatment and related services; including, but not limited to, 4 PA Code 255.5 and Federal regulation 42 CFR Part II.
- 20.0 **Security of Inmate Files:** Inmate files are confidential in nature. Contractor’s employees shall be allowed access to these files only as needed for their duties related to the Contract and in accordance with the rules established by the County. Contractor shall honor all policies and procedures for safeguarding the confidentiality of such data.
- 21.0 **Record Inspection:**
- a. For purposes of this section relating to Inspection, the term Contractor may be interpreted to include parent, related, or subsidiary corporations that are financially or programmatically involved with Contractor in the receipt, use, or expenditure of program funds.

- b. Inspection: During this Agreement period and for seven (7) years after termination of this Agreement, County, or its duly authorized representatives shall:
 - i. At all reasonable times have access to and the right to examine and inspect any records, services, and facilities of Contractor which are related to any aspect of the services provided, including financial transactions provided pursuant to this Agreement.
 - ii. Have the right to conduct or contract for the performance of a financial audit, to include all financial transactions related to funds provided pursuant to this Agreement.
 - iii. Have the right to request an additional period of time for retention of documents where services hereunder may constitute cause for litigation.
- c. Contractor shall, for a period of seven (7) years from termination or cancellation of this Agreement, maintain and preserve and make available accounting ledgers, journals, invoices, receipts, cancelled checks, and individual billings, and all other documents which provide evidence reflecting all direct or indirect costs and expenses of whatever nature claimed to have been incurred in its performance of the services required by this Agreement.
- d. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement or costs and expenses of this Agreement for which exception has been taken by the auditors shall be retained for a period of seven (7) years or until final disposition of litigation claims or exceptions; whichever occurs later. Prior to disposing of such records, Contractor shall request instructions from County concerning retention for an additional period of time.

22.0 **Responsibility:** Contractor shall at all times observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules and regulations in any manner affecting the Contract.

1.0 INTRODUCTION

1.1 The County of Dauphin is requesting Proposals for the provision of Medical Assisted Treatment (MAT) services to include medical, mental health services, health care personnel, program support services related to the MAT program to include Opiate Use & Alcohol Use Disorders for the Dauphin County Prison (including the main Prison, and the Work Release facility). Contractors submitting Proposals must abide by the National Commission on Correctional Health Care (NCCHC) Standards and obtain NCCHC accreditation within twelve (12) months of contract commencement. Contractors submitting Proposals must have at least five (5) years of demonstrated experience in correctional settings and at least five (5) years of demonstrated experience providing MAT services in a correctional setting, guided by ASAM criteria. Substance Abuse and Mental Health Services Administration (SAMHSA) and/or Department of Drug and Alcohol Programs (DDAP) License preferred. The successful Proposer must adhere to strict security standards.

2.0 BACKGROUND/GENERAL INFORMATION

- 2.1 The Dauphin County Prison is located at 501 Mall Road, Harrisburg, PA 17111 and can accommodate a population of up to approximately 805 main facility and 129 Work Release inmates (934 including those at all facilities).
- 2.2 The Dauphin County Prison facility is currently NCCHC accredited.
- 2.3 The current staffing schedule is not applicable to this RFP. Please refer to the required staffing schedule in the RFP.
- 2.4 No health care or medical positions are filled with County employees.
- 2.5 The Electronic Medical Records System currently used by the current Contractor is CORE EMS.
- 2.6 Statistical data for the previous twelve (12) month period (2024):

Description	Number
Hospital admissions	141
Hospital days	585
Psychiatric hospital admissions	9
Psychiatric hospital days	Not determined
Hospital outpatient procedures	455 Estimated
ER trips	548
Ambulance transports	865
Off-site specialty referrals	455 Estimated
Laboratory procedures	Not determined
HIV+ inmates	129 Estimated
HIV+ inmates on multi-drug therapy	129 Estimated

HCV+ inmates	8
HCV+ inmates receiving treatment	8
Infirmery days	0 Facility does not have an infirmery
Hemophiliacs	Not determined
Average daily population	829
Number of mental health visits	15,199
% of inmates on prescription medications	6,744 Medical Meds
% of inmates on psychiatric medications	4,109
% of inmates on HIV medications	129

2.7 The average daily population:

Year	Total Average	Male Average	Female Average
2021	916	835	81
2022	926	835	92
2023	943	851	92
2024	829	756	73

2.8 The average daily population for Out of Jurisdiction inmates for the previous twelve-month period was approximately 65 Federal inmates and 30 County or other.

2.9 Equipment currently in place and is as follows:

2.9.1 Backboard

2.9.2 Cabinets

2.9.3 Exam table/stretchers (PrimeCare Property)

2.9.4 Desks

2.9.5 Chairs

3.0 OBJECTIVES

The intent of this RFP is to receive information necessary for the evaluation of competitive proposals submitted by qualified Proposers and results in a contract between the successful Proposer and County of Dauphin that will meet the following objectives:

- 3.1** To deliver high quality Medication Assisted Treatment (MAT) services that can be audited against established standards.
- 3.2** To operate Medication Assisted Treatment services program at full staffing and to use only Pennsylvania licensed, certified, and professionally trained personnel.
- 3.3** To operate a Medication Assisted Treatment services program in a cost-effective manner with full reporting and accountability to Dauphin County Prison and the Prison Board.
- 3.4** To implement an annual written plan with clear objectives, site specific policies and procedures and annual evaluation of compliance.
- 3.5** To maintain an open, collaborative relationship with the Administration and staff of Dauphin County Prison.
- 3.6** To operate the MAT program by standards established by the National Commission on Correctional Health Care (NCCHC) and obtain NCCHC accreditation within twelve (12) months of contract start-up if the Proposer is not already accredited.
- 3.7** To provide a comprehensive program for continuing staff education at the Prison relating to MAT and for the Proposer as to the Prison's functions.
- 3.8** To maintain complete and accurate records of care and collect and analyze MAT statistics on a regular basis.
- 3.9** To operate the MAT program in a humane manner with respect to the inmate's and youth's right to basic health care services.
- 3.10** To provide a fair and objective evaluation of proposal that will result in a mutually satisfactory contract between the successful Proposer and the County.
- 3.11** To deliver high quality Prison/Evidence-based MAT services for SUD.
- 3.12** To operate Prison-based services using qualified personnel with corrections-based treatment experience in a cost-effective manner with full reporting to Dauphin County Prison.
- 3.13** To prepare and implement a written Prison-based MAT program with clear objectives, policies, and procedures, with annual evaluation of compliance and budget.
- 3.14** To maintain standards established by SAMSHA and/or DDAP preferred, and the Dauphin County Prison as evidenced during routine on-site monitoring, as deemed appropriate.
- 3.15** To maintain an open, collaborative relationship with the administration and staff of Dauphin County Prison.

4.0 QUALIFICATIONS OF THE PROPOSER

The following are minimum qualifications and shall not be construed as complete:

- 4.1 Proposer must be organized for the purpose of providing professional health care services and must have five (5) years previous experience with proven effectiveness in administering correctional MAT programs.
- 4.2 Proposer must have at least five (5) years continuous corporate experience (not individual experience) in administering correctional MAT programs and at least five (5) current contracts with separate agencies with correctional facilities with populations exceeding 800 inmates. Proposer will provide references and contact information for such along with contact information for contracts lost and if any early terminations occurred.
- 4.3 Proposer must have at least five (5) years continuous corporate experience (not individual experience) in providing MAT services.
- 4.4 Proposer must have demonstrated its experience and quality of its MAT services by having obtained and maintained continuous accreditation by the National Commission on Correctional Health Care (NCCHC) in a correctional facility with a minimum of 800 inmates. Proposer acknowledges a penalty of \$100,000 will be imposed for failure to maintain NCCHC accreditation for the Dauphin County Prison as they relate to MAT within twelve (12) months of commencement of the Contract. Additional penalties will be imposed for every 30 days for non-compliance.
- 4.5 Proposer must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.
- 4.6 Proposer must demonstrate its ability to provide MAT services specifically for the Prison and capability of immediate contract start-up with a proven system of recruiting staff and has adequate support staff in its central office capable of competently supervising and monitoring its operation.

5.0 SCOPE OF WORK

- 5.1 Contractor's services shall meet the standards promulgated by the National Commission on Correctional Health Care (NCCHC) for MAT Services in Prisons. Contractor shall, at its own cost, maintain and renew the NCCHC accreditation of the Prison as it relates to MAT. This obligation shall include providing 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. Contractor guarantees to maintain/renew the NCCHC accreditation as it relates to MAT within one year. Contractor will pay a performance penalty of \$100,000 to Prison for failure to maintain accreditation.
- 5.2 Contractor will participate in Data Collection as requested.
- 5.3 Contractor will be responsible for providing the following services as part of the MAT service program:

- 5.3.1 Receiving Screening: Contractor shall perform a receiving screening exam within 24 hours of commitment on all inmates upon their arrival at the Dauphin County Prison. The exam must be performed by qualified health care personnel or health trained correctional staff. At a minimum, the receiving screening shall include the following.
- 5.3.1.1 Mental Health Services: Mental health services as they may relate to MAT will be available to all inmates from the time of their commitment to the Prison until their release. The Contractor shall provide psychiatric and psychological services as clinically indicated and legally required within the Prison relating to MAT. At the discretion of the Warden or his designee, wellness and segregation rounds, specialized groups and treatment will be conducted.
 - 5.3.1.2 The receiving screening completed on all inmates at commitment will identify prior mental health and substance abuse problems, prior treatments received, prescribed medications, suicidal tendencies, violent or disruptive behavior and possible need for further referral.
 - 5.3.1.3 Following this initial determination of need, inmates will be referred to the psychiatrist or psychologist as clinically appropriate. During incarceration, services provided may include evaluation by the psychiatrist, ordering of medications and diagnostic or psychological testing. Previous providers will be contacted to confirm treatment programs, medications, pertinent mental histories, and suggestions for further treatment.
- 5.3.2 Inquiry Intro:
- 5.3.2.1 Current illness and health problems including mental health issues, dental and communicable diseases.
 - 5.3.2.2 Body deformities and ease of movement.
 - 5.3.2.3 Condition of skin, including trauma markings bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
- 5.3.3 Disposition such as:
- 5.3.3.1 Referral to appropriate health care facility on an emergency basis.
 - 5.3.3.2 Placement in general inmate population and referral to the appropriate MAT service at the Prison.

- 5.3.4 MAT Health Appraisal: a health appraisal examination must be completed by a qualified health care profession for each inmate within fourteen (14) days after arrival at the Dauphin County Prison. The health appraisal must include the following as they relate to MAT:
- 5.3.4.1 Review of the receiving screening;
 - 5.3.4.2 Complete history and physical examination;
 - 5.3.4.3 Mental Health evaluation;
 - 5.3.4.4 Laboratory tests including VDRL, PPD (TB), and HIV, if indicated;
 - 5.3.4.5 Other tests and examinations as required and indicated;
 - 5.3.4.6 Initiation of therapy when appropriate.
 - 5.3.4.7 Contractor shall provide at their expense, all reasonably necessary utilities, including local telephone service and internet service and have email.
- 5.3.5 Third Party Payments
- 5.3.5.1 In the event that MAT services provided to an individual 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 County.
 - 5.3.5.2 If requested, the Contractor will be responsible for all or any portion of the enrollment/participation process of the inmate population as required to satisfy compliance under the Affordable Health Care Act as it relates to MAT.
 - 5.3.5.3 Contractor agrees, as it relates to the provision of mental health and substance abuse services to undertake all necessary measures to identify, monitor and to provide treatment to those inmates who require such medical assistance to assure that their competency to stand trial and otherwise to participate in any subsequent legal proceedings is not diminished.
 - 5.3.5.4 All infectious disease expenses to include all medications and diagnostic testing relating to treatment of HIV and Acquired Immuno-Deficiency

Syndrome (AIDS), Hepatitis A, B or C or other infectious diseases, provided to the total inmate/detainee population per contract year.

5.3.6 Medical Records: Contractor must generate and maintain all medical records in electronic format for all inmates, which is always kept up to date and complies with problem oriented medical record format and standards. Contractor must use CORE EMS or equivalent. The record shall accompany the inmates at all health encounters and will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of medical records must be followed. Records must be kept for a period of seven (7) years. Medical records are kept locked and secured from routine traffic at the facility. The Warden or his designee shall have unrestricted access to any and all records.

5.3.6.1 Contractor shall cause and require to be maintained, complete and accurate medical records for each inmate or resident who has received MAT services. Each medical record will be maintained in accordance with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act, NCCHC standards, the Pennsylvania Bureau of Corrections Minimum Standards and the Policies and Procedures established by the Warden. The medical records shall be kept separate from the individual inmate's or resident's confinement record. A complete legible copy of the applicable medical record shall be available (to the extent permitted by law), at all times, to Prison officials, and shall be available to accompany each inmate or resident 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 policies of Prison with regard to access by inmates or residents and staff to medical records. No information contained in the medical records shall be released by Contractor except as provided by the Warden's policy, court order, or otherwise in accordance with the applicable law. 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, Contractor will be given reasonable ongoing access to all medical records even after termination of this Agreement for the purposes of defending litigation.

5.3.6.2 Subject to applicable Pennsylvania law, in order to assist Contractor in providing the best possible MAT services, Prison will provide Contractor with information pertaining to inmates and residents that Contractor and Prison mutually identify as reasonable and necessary for Contractor to adequately perform its obligations hereunder. County 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, 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 the Prison.

5.3.6.3 Individual health care records will be initiated and maintained for every inmate getting MAT. Proposer shall indicate if records shall be kept electronically.

5.3.6.4 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 Prison to treat and all inmates returning from outside hospital stays are to be seen by the physician prior to going to general population as the same relates to MAT. A note regarding the review with reference to follow-up in-house must be documented in the inmate's health record.

REST OF PAGE INTENTIONALLY BLANK

- 5.3.6.5 Contractor shall perform reviews, medical examinations, medical summaries, or approvals as necessary for intra-system or inter-system transfers, food handling and work clearances in accordance with governing standards as it relates to MAT. Medical summaries must accompany inmates.
- 5.3.6.6 Medical summaries shall be prepared and sent with inmates being transferred to other than intra-system facilities, inclusive of other prisons or jails.
- 5.3.6.7 It is the responsibility of the Proposer if accepted to gain from the Prison's medical provider the inmate record for MAT review which shall include, but is not limited to:
 - 5.3.6.7.1 Intake screening form;
 - 5.3.6.7.2 Health appraisal form;
 - 5.3.6.7.3 Physician order/treatment plans;
 - 5.3.6.7.4 Prescribed medications administered or not administered, date time and by whom;
 - 5.3.6.7.5 Complaints of illness and injury;
 - 5.3.6.7.6 Findings, diagnoses, treatment and dispositions;
 - 5.3.6.7.7 Health services reports;
 - 5.3.6.7.8 Consent and refusal forms;
 - 5.3.6.7.9 Release of information forms;
 - 5.4.16.8.10 Inmate medical request forms;
 - 5.4.16.8.11 Laboratory, radiology and diagnostic studies;
 - 5.4.16.8.12 Consultation, emergency room and hospital reports and discharge summaries.
 - 5.4.16.8.13 SUD Screening Forms
- 5.3.6.8 Each documentation shall include the date, time, signature, and title of each document. Name stamps for each health staff should be used in addition to the signature.
- 5.3.6.9 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 the Warden's office personnel. Adherence to applicable federal and state laws and regulations regarding informed consent as well as HIPAA regulations.
- 5.3.6.10 Appear in court with legal counsel in criminal and civil proceedings to identify 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 MAT provider's inability or failure to treat; and motions by the MAT provider for court ordered consent to provide psychotropic medication to a mentally ill inmate.

- 5.3.6.11 If an inmate's medical record cannot be located within twenty-four hours of the discovered loss, the Contractor's Administrator and the Prison's Correctional Healthcare Manager 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.
- 5.3.6.12 Healthcare Records and Documentation: All manual, policies and procedures, medical (health, mental health) 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 Contractor for the Prison or for one or more of its' facilities, or for use in such facility or facilities (excluding original proprietary records normally maintained by Contractor at its off-site corporate headquarters), are in the custody of the Contractor, 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, Contractor shall cooperate and use its best efforts to provide records to prior medical providers at the jail as such records are necessary for defense of suits against Warden/Prison and/or prior medical providers. Upon expiration or termination of the Contract, all records shall be surrendered to Prison. When surrendered, the documents will be indexed and boxed in chronological order as determined by Prison. Final monthly payment to Contractor will be held until all documents are received as stipulated herein.
- 5.3.6.13 Contractor shall keep records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which Contractor 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 Warden and shall be kept for a period of seven (7) years after the completion of all work to be performed pursuant to the Agreement. All books and records which are considered public records shall, pursuant to Pennsylvania law and regulations, be kept by Contractor in accordance with such laws and regulations.
- 5.3.6.14 Proposer shall propose how they will maintain Inmate Medical Records electronically. In addition, Proposer shall identify the large medical facilities, institutional facilities, prisons, or large jail facilities where they perform similar services (include facility name, contact person's name, phone number and Average Daily Population (if jail or prison). The information on the proposed software program must be provided in the RFP response. Proposer must be in compliance with the rules for the Health

5.3.7 Pharmaceuticals and Medical Supplies

5.3.7.1 All prescription and non-prescription medication, medical supplies, forms, office supplies, medical records, supplies, books, periodicals, relating to MAT will be the responsibility of the Contractor.

5.3.7.2 Medication Assisted Treatment (MAT) medications shall be added to the medication formulary. At a minimum, the formulary shall include, but not be limited to the following FDA approved medications:

Vivitrol Buprenorphine Buprenorphine/Naloxone Naltrexone
Methadone

5.3.8 All medications shall be ordered by the responsible physician and records of administration shall be maintained.

5.3.9 The pharmacy provider shall be selected by the Contractor.

5.3.10 Pharmacy is licensed per Pennsylvania State regulations.

5.3.11 No medications are received under one DEA number of multiple vendors.

5.3.12 Pharmaceuticals are provided through a local pharmacy, mail order or licensed clinic.

5.3.13 There are no medications available through stock.

5.3.14 In an emergency, prescriptions can be filled by a local pharmacy.

5.3.15 Medications are administered via crushed delivery, direct observe therapy, liquid medication, or individual dose.

5.3.16 The frequency of administering medication is contingent upon physician's order.

Shift	# of nurses	Times
8:00 am to 4:00 pm	1.4 FTE shift to be determined	7 days per week

- 5.3.17 Contractor will provide plan for staff accountability to ensure medications are taken and hoarding of such is non-existent including but not necessarily limited to utilization of an automatic pill crusher.
- 5.3.18 The procedure to refill prescriptions is to place pharmacy orders daily.
- 5.3.19 Inmates are provided with a three (3) to five (5) day supply of medication upon release into the community. For psychiatric medications, inmates will be provided a fifteen (15) day supply of medication with a thirty (30) day prescription upon release.
- All clients admitted to MAT treatment will, upon admission to treatment services, have a complete comprehensive discharge and aftercare plan developed. The plans shall include specifics on how all referrals will occur, and medications (dose) prior to inmate discharge and who will be responsible.
- 5.3.20 If requested, Contractor will participate in the 340B Drug Discount Program. US Federal Government program created in 1992 that requires drug manufacturers to provide outpatient drugs to eligible health care organizations and covered entities at significantly prices.
- 5.3.21 No medication is provided to an inmate being transferred from the facility to another facility in which the receiving facility would have the prescribed medication on hand and dispense as directed per the medical records.
- 5.3.22 Inmates who are being sent to another facility will have a medical transfer form which provides all necessary information for continued medical treatment.
- 5.3.23 Contractor should provide a for formulary medications, a Utilization Review Board. The approval process for non-formulary medication must be approved by the Contractor's Utilization Review Board.
- 5.3.24 The Utilization Review Board will honor any reasonable and appropriately documented non-formulary request submitted by one of the Contractor's providers. If the Review Board has difficulty with the medication ordering practices of a particular provider, the issue should be addressed directly with that provider by the Contractor, meanwhile, the patient should be given medication deemed appropriate by the provider until there is an agreed upon resolution.
- 5.3.25 Inmates do not have a co-pay for medication.
- 5.3.26 OTC medications are provided by the Commissary or Contractor. Tylenol, Motrin, Tums, Alka Seltzer, Halls and a couple of skin ointment type creams are available.
- 5.3.27 Special Medical Program: for inmates with special medical conditions requiring close medical supervision a written individualized treatment plan shall be developed by the responsible physician. The plan should include

directions to health care and other personnel regarding their roles in the care and supervision of the patient.

- 5.3.28 Health Education: A part of the MAT program, health education services will be an important and required component of the services. Health education includes patient education, in-service education for the MAT staff.
- 5.3.29 Administration: Contractor must provide for the clinical and managerial administration of the MAT program.
- 5.3.30 Support Services: Contractor must demonstrate ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment as described in Section 9 Required Contents and Format of Proposals, 9.13 Program Support Service of this RFP.

6.0 SCOPE OF WORK – SUBSTANCE USE SERVICES

Various SUD/MAT Services will be offered to inmates, based not only on their legal status but also their level of security within the Prison. Services will include: Screening, Intake, Intervention/Engagement/Treatment Readiness Services, Treatment and Discharge/Post-Release Planning.

Provider shall ensure that the Prison-based Medication Assisted Treatment (MAT) program is in compliance with any applicable Standards of Care for Medication Assisted Treatment of Substance Use Disorder and that they comply with all Security Regulations as specified by Dauphin County Prison.

6.1 Screening, Intake & Treatment

- 6.1.1 Most deaths from overdose occur during the first few days following intake to the correctional facility. It is expected that all incoming inmates will be evaluated using criteria from the Diagnostic and Statistical Manual of Mental Disorders, most recent Edition. Screening tools used should have psychometric reliability and validity that provide useful clinical data to guide the long-term treatment of those with AUD, OUD and with co-occurring SUD and mental health disorders.
- 6.1.2 As part of the intake process for SUD evaluation and treatment, a comprehensive medical and biopsychosocial evaluation shall be conducted by a licensed and/or credentialed staff member (see Exhibit D for minimum components of evaluation).
- 6.1.3 Treatment refers to a broad range of primary MAT care, its efficacy is enhanced when used in combination with the appropriate behavioral and interventions that address underlying psychological contributors to SUD as well as co-occurring mental health conditions. Assessment and treatment of mental health and social resource needs are a critical component of comprehensive treatment plans for people with SUD.
- 6.1.4 The decision to initiate MAT and the type of MAT treatment should be a joint decision between the provider and individual, with informed consent by the trained and licensed clinician as to appropriateness of the therapy, as well as risks, benefits, and alternatives to medication assisted therapy.

6.1.4.1 Detoxification

Newly admitted individuals with active substance use disorders who enter with or develop signs and symptoms of withdrawal should be monitored appropriately and should be provided evidence-based medically managed withdrawal management (“WM/detox”) during the period of withdrawal. Validated withdrawal scales can help gauge treatment.

Provider must submit all policies and procedures for detoxification for AUD/OD and Benzodiazepine withdrawal.

6.1.4.2 Maintenance Therapy

Detainees screened upon entry that are Prescription Drug Monitoring Program (PDMP) verified as participating in an MAT program to treat SUD and who are taking an opioid receptor agonist, opioid receptor partial agonist, or opioid receptor antagonist should be evaluated by licensed and/or credentialed staff for continuation of treatment on that medication, or a medication with similar properties. Provider must submit all policies and procedures for AUD/OD maintenance therapy.

6.1.4.3 Induction of Therapy for Inmates

Individuals with recent or active substance use disorders not previously participating in an MAT program to treat SUD should be evaluated by licensed and/or credentialed staff for treatment induction with an opioid receptor agonist, opioid receptor partial agonist, or opioid receptor antagonist. Provider must submit all policies and procedures related to induction of OUD/AUD.

6.2 Discharge/Post Release Planning

621 Provider shall initiate a complete comprehensive discharge and aftercare plan for all clients upon admission to treatment services. The plans shall include specifics on how all referrals will occur, and medications (dose) prior to inmate discharge and who will be responsible.

622 Provider shall have knowledge of American Society of Addiction Medicine (ASAM), most recent edition.

6.3 MAT Program Staffing

631 At a minimum, one (1) on-site, FTE licensed and/or credentialed clinician, meeting the minimum educational training requirements (METs).

6.3.1.1 A bachelor’s degree from an accredited college or university that includes or is supplemented by successful completion of 18 college credits in sociology, social welfare, psychology, criminal justice or other related social sciences and one year of direct service experience performing counseling **or** case management work in an alcohol or other drug treatment setting: **or** Any equivalent combination of experience and training to effectively provide all proposed services (Prison and Correctional Center).

6.3.1.2 Staffing ratio is 35:1. Staffing must demonstrate coverage during program hours of operation. However please also refer to page 29 above. If a significant number of persons participate over the number now in the program then Contractor should offer a plan to accommodate the same either by increased FTE presence or by

revised staffing ratio. Clinical staff are required to have or complete the following approved courses:

6.3.1.2.1 Addictions 101;

6.3.1.2.2 Confidentiality;

6.3.1.2.3 Screening & Assessment, (Screening & Assessment is required only for case managers who perform screening and assessment.)

6.3.1.2.4 Motivational Interviewing, Advancing the Practice;

6.3.1.2.5 The ASAM Criteria, 2013.

6.4 The Provider shall recruit and maintain the above staff. All positions must be filled throughout the entire contract period. Any vacancy that develops will be filled as soon as possible and no position may be vacant for more than thirty (30) days.

6.5 The Provider shall provide accredited/licensed counselor/therapists with experience in correctional, SUD and/or MAT. Job descriptions that include minimum training, education and experience requirements shall be submitted with the Proposal.

REST OF PAGE INTENTIONALLY LEFT BLANK

8.0 GENERAL REQUIREMENTS

8.1 Minimum Staffing Requirements:

- 8.1.1 Contractor shall provide adequate MAT service personnel required to perform services listed in RFP. This is to include staffing of physicians, nurses, clerical staff, and administrative and other personnel required to comply with the purpose and intent of this RFP.
- 8.1.2 Certain members of the professional staff, including the MAT Administrator, the physician and psychiatrist will have twenty-four (24) hour on-call availability for emergencies that may arise. If any position is vacant, or an hourly requirement is unmet for a period exceeding one month, the consequent compensation shall be automatically credited to the Prison/County. This is the responsibility of the Contractor and the Prison/County is not expected to initiate any action in order to be credited for inadequate staffing hours.
- 8.1.3 Contractor must be mindful of the fact that hours and scheduling must be open to creative staffing as it provides more coverage with no additional manpower. The use of interns should not be considered as meeting the hourly requirements of the Contract.

PRISON:

Position	Minimum Required Staffing		Current Staffing	
	Hours/week	FTE	Hours/week	FTE
Nursing Staff				
LPN/RN	56	1.4	56	1.4
MAT Assistant	40	1.0	0	0
Total				
Provider Staff				
MAT Director	24	.60	24	.60
PAC/CRNP	40	1.0	40	1.0
Psychiatrist				
Psychologist				
Psychotherapist/Mental Health Supervisor				
Case Manager	40	1.0	40	1.0
Total				

Management/Support Staff				
Supply Tech	20	.50	0	0
Total				

All positions listed below will be on-call twenty-four hours per day/seven days per week in addition to their on-site responsibilities:

Health Care Services Staff, Sunday – Saturday (7:00 a.m. to 8:00 p.m., 365 days per year), one (1) Health Services Administrator (HAS) dayshift (Monday – Friday and on-call 24 hours per day when not at the facility, LPN staffing for all other designated times. The nursing staff will provide health care services for a total of one hundred thirty-one (131) hours per week.

8.2 Additional Staffing/Services Recommendations:

8.2.1 Contractor shall be able to provide the following in their staffing plan and include any additional associated costs of such:

8.2.1.1 A half-time or full-time RN to support the evening shift, beginning work at 7:00 p.m. through 11:00 p.m. (or, if full-time, through 3:00 a.m.). The last half of evening shift is typically the busiest, however, hours spanning into the overnight shift could assure adequate staffing is always available and allow time for projects, quality control, etc.

8.2.1.2 An Assistant Director of Nursing, the flexibility and support of this position provides more management hours throughout any one 24-hour period.

8.2.1.3 Mental Health Professionals to provide therapeutic counseling 400 hours per week is ideal (or 200 hours if ideal is not practical).

8.3 Standards:

8.3.1 All MAT services shall be provided by Contractor in accordance with NCCHC standards.

8.3.2 Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to the Dauphin County Prison upon request.

8.4 Personnel:

8.4.1 Each candidate will be interviewed by the Contractor with special focus on technical expertise, emotional stability, and motivation. The final selection shall be subject to approval by Dauphin County. A security clearance/background check can be performed generally within seventy-two (72) hours. This approval shall not be unreasonably withheld.

8.4.2 Contractor shall engage only licensed and qualified personnel to provide professional coverage.

8.4.3 An on-site visit to the Prison facilities must be made by all screened candidates prior to formal decision of employment.

8.4.4 Initial and continued employment of staff shall be subject to approval of Dauphin County. This applies to compliance with security regulations.

8.4.5 All personnel shall be required to pass a background investigation conducted by Dauphin County as a requisite for initial and continued employment.

8.4.6 All personnel shall comply with current and future state, federal and local laws, regulations, court orders, Administrative Regulations, Administrative Directives and policies and procedures of Dauphin County Prison.

8.5 Administrative:

8.5.1 Contractor's staff shall design and implement policies, procedures and protocols for the MAT staff.

8.5.2 Contractor shall be responsible for ensuring its' staff report any problems and/or unusual incidents to the Warden or designee.

8.5.3 Contractor's staff shall represent the MAT unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties including attendance at Prison Board meetings.

8.5.4 Contractor's staff shall properly complete employee evaluations for those employees under their direct supervision in accordance with applicable state rules.

8.5.5 Contractor shall ensure that the MAT status of committed persons admitted to outside hospitals is reviewed.

8.5.6 Contractor will at appropriate times terminate MAT under approved guidelines used in the care industry relating to such programming.

8.5.7 Contractor shall ensure that its staff documents all health care contacts in the committed person's health care record in the proper medical record format.

8.6 Schedules:

8.6.1 All Contractor employees shall be required to comply with sign-in/sign-out procedures as specified by Dauphin County Prison.

8.6.2 County of Dauphin is contracting for staff and MAT services to be provided by the Contractor. Should the level of services to inmates required by the contract decline due to a position vacancy, the Contractor will be responsible for replacement personnel. All replacements shall be subject to approval by the Warden and/or designee. However, nothing in this section shall be deemed to change or waive the independent contractor nature of the relationship with the Prison and the Contractor.

8.7 Security: Contractor's personnel shall be subject to all security regulations and procedures of the Dauphin County Prison.

8.8 Referrals:

8.8.1 Contractor shall make referral arrangements with medical specialists, subject to approval of the Dauphin County Prison, for treatment of those committed persons with problems which extend beyond the scope of MAT services. The Contractor shall define what portion of these expenses will be paid by the Contractor.

8.8.2 The cost of all committed persons' hospitalization outside of the facility will be the responsibility of the Contractor in compliance with the limits of catastrophic coverage contained in the Agreement.

8.9 Quality Improvement/Action Program:

- 8.9.1 Contractor shall provide in-service MAT education programs for the Dauphin County Prison and the Contractor's personnel.
- 8.9.2 Contractor shall maintain personnel files for the MAT staff which will be made available to the Dauphin County Prison Administration upon request.
- 8.9.3 Contractor shall institute a program consistent for Medical Quality Improvement, which may include but shall not be limited to audit and MAT medical chart review procedures. The Medical Quality Improvement Program should be based upon the NCCHC standard.
- 8.9.4 Periodic meetings (at least once per quarter) shall be held between the Warden and/or designee, facility staff and appropriate Contractor personnel to review significant issues and changes and to provide feedback relative to the Quality Improvement/Action Program so deficiencies or recommendations may be acted upon. Also, when requested by the Dauphin County Prison, the Contractor will provide the appropriate personnel to participate in departmental meetings.

8.10 In Service Training: Contractor shall provide appropriate in-service educational programs. All full-time MAT personnel will receive in-service training. Selected topics which require staff training will be identified on an on-going basis through the Quality Improvement Program.

8.11 Orientation of New Employees:

- 8.11.1 Contractor shall be responsible for ensuring all new health care personnel are provided with orientation regarding MAT practices on-site at the Dauphin County Prison. Orientation regarding other facility operations will be the responsibility of the Prison.
- 8.11.2 Contractor shall distribute a written job description to each member of the MAT staff, which clearly delineates assigned responsibilities. Contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with job descriptions.

9.0 REQUIRED FORMAT AND CONTENTS OF PROPOSALS

All Proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

9.1 Signature Page (page 63)

9.2 Cost Proposal (page 64): All costs shall be based on providing MAT services for an approximate daily population of 62 MAT participants over the main Prison facility and the Work Release Center. Provide hourly rates and positions for each staff member.

- 9.2.1 Provide total cost per year based on minimum staffing requirements as outlined in Section 8.1 Minimum Staffing Requirements.
- 9.2.2 Provide a detailed cost breakdown and/or analysis for each position requirement.
- 9.2.3 Provide cost per inmate based on an approximate daily population of 62 MAT inmates.
- 9.2.4 Provide cost per inmate if number of inmates exceeds daily population of 62 MAT inmates.
- 9.2.5 Provide cost per inmate if number of inmates falls below average daily population of 60 MAT inmates.
- 9.2.6 Provide cost for Additional Staffing/Services recommendations as specified under Section

8.2 of this RFP. If Contractor also submits an RFP

- 9.3 Subcontractors (page 65)
- 9.4 Reference Pages 64-67): Provide at least four (4) current references for which services similar to this RFP are provided.
- 9.5 Affidavit of Employee Criminal History (pages 68-69)
- 9.6 List of Correctional Contracts: List and fully describe all contracts currently active and those no longer active for MAT services provided within the last five (5) years. Also provide those terminated and reason for termination. List the name, address, phone number and contact person for each contract and describe the nature of contract and your Company's responsibilities under each.
- 9.7 PA Child Protective Services Compliance Verification Form (page 70)
- 9.8 Qualifications and Experience
- 9.8.1 Provide a brief history of the company and state the company's mission. State the name of the division or department of the company that will be responsible for providing services and provide the history and mission of the division or department.
- 9.8.2 Describe the company's local office(s) (office that will administer services), including the number of employees and the makeup of the staff assigned to these offices.
- 9.8.3 Individuals to be assigned – List the individuals to be assigned to the County of Dauphin and provide their qualifications and experience with emphasis on the reasons for which they are being recommended for services.
- 9.8.4 Provide a statement that your company is capable of providing all services identified in this RFP.
- 9.8.5 Provide responses to detail how required services shall be performed.
- 9.8.6 Provide assurances as to the stability of the staff to be assigned for the duration and discuss the availability of back-up staff if staff should leave.
- 9.8.7 Describe how you will ensure that you will have qualified and trained staff with sufficient back-up personnel with working knowledge of the principles, components, and coordination necessary to provide the requested services in a Prison setting.
- 9.8.8 Describe the current workload of the staff to be assigned as it relates to their ability to provide services under this RFP.
- 9.8.9 Provide an organizational chart for your Company's team for these services.
- 9.8.10 Describe your experience providing MAT with corrections and/or criminal justice population.
- 9.8.11 Provide information that demonstrates a minimum of five (5) years of experience in providing the following services:
- 9.8.11.1 Prison-based substance use treatment.
- 9.8.12 Provide information that demonstrates your proven ability to begin performance within four (4) weeks after execution of an Agreement.
- 9.8.13 Provide any other relevant information which you believe uniquely qualifies your company

for these services:

- 9.8.13.1 Assessment Methodology
- 9.8.13.2 After Care and Community Continuity
- 9.8.13.3 Rolling Admission into treatment programs
- 9.8.13.4 Proven ability in the Criminal Justice System
- 9.8.13.5 Risk of Recidivism/Target Population – High, Medium or Low Risk
Offenders and Treatment Placement

REST OF PAGE INTENTIONALLY BLANK

9.9 Description of Services – Substance Use Services: it is the expectation of the Prison that the majority of services (dosing, counseling, etc.) must take place on site. As such the selected Contractor must have agreements in place with community providers to effectuate inhouse treatment as opposed to transporting inmates to offsite appointments. Provide a detailed description of the evidence-based services to be provided for the Prison and Work Release Center in the following order. This must include:

9.9.1 Description of screening/intake and level of care assessment process for AUD and OUD with copies of validated screening tools to be utilized.

Please indicate staff familiarity and training in American Society of Addiction Medicine (ASAM). Provider will be expected to perform collateral contacts for relevant assessment information from Adult Probation/Parole Department at a minimum. Additionally, the Provider will be expected to adhere to admissions criteria as established by the Prison. The selected Provider may be involved in the development/modification of said criteria.

9.9.2 Describe the services to be provided and include their frequency and number of inmates to be served in each service.

9.9.3 Describe your process of screening, evaluation, and treatment of AUD & OUD, collectively SUD for the following, and provide a copy of your decision tree/algorithm, policies, and procedures for:

9.9.3.1 SUD Withdrawal

9.9.3.2 MAT Induction

9.9.3.3 MAT Maintenance

9.9.4 Description of how you will ensure that the proposed substance use services are provided at the Prison in conjunction with the appropriate schedules and security procedures of the institution.

9.9.5 Describe aftercare and discharge planning and referral services that will be provided for the Prison and how aftercare will be coordinated with the community-based treatment system. Provide a copy of your policies and procedures for the above.

9.9.6 Please describe how clinical supervision will occur, including minimum frequency. Provide a copy of your policies and procedures for same.

9.9.7 Description of how you will ensure the capacity to provide bilingual services if deemed necessary.

9.9.8 Please describe how services will be provided for individuals with co-occurring mental health disorders; include any specific collaboration(s) planned.

9.9.9 Please describe staffing patterns for all services and provide job descriptions that include minimum training, education, and experience requirements for all positions.

9.9.10 Please describe your anti-diversion plan - Include the estimated number of inmates to be treated in each service and the anticipated number of group versus individual hours.

9.9.11 Description of how you will ensure that the proposed treatment services are provided in conjunction with the appropriate schedules and security procedures of the institution.

9.9.12 Describe aftercare planning, case management and referral services that will be provided,

including how MAT aftercare will be coordinated with the community-based treatment system.

9.9.13 Please describe staffing patterns for all services and provide job descriptions that include minimum training, education, and experience requirements for all positions.

9.9.14 Please describe how clinical supervision will occur, including minimum frequency.

9.10.16 Budget for Services:

9.10.16.1 Please provide a detailed Budget for all services proposed.

9.10.16.2 Staffing: List each position by title, credentials, and name of employee, if available. Show the annual charge for each staff member, inclusive of overhead to include health insurance and other benefits. In the budget narrative, please include a description of the responsibilities and duties of each position in relationship to fulfilling the MAT program objectives and goal. All requested information must be included in the budget detail worksheet and budget narrative.

9.10.16.3 Medications: Please provide an expected budget, based on the DCP census for the last five (5) years

9.10 On-Site and Off-Site Services: Briefly state how on-site and off-site MAT services will be provided. Proposer must demonstrate an understanding of each task listed in the Scope of Work with an explanation of how the Contractor plans to approach the task. Please clearly differentiate the duties and licensing/accreditation requirements for both the Prison, Judicial Center, and Work Release facility. Restatement of language taken from the Scope of Work section of this RFP will not be considered responsive.

9.11 Personnel, Licensing and Training: in this section, the Proposer shall discuss the following topics:

9.11.1 Recruitment practices

9.11.2 Equal employment opportunity

9.11.3 Licensure/certification requirements

9.11.4 Staff training and personnel development

9.11.5 Orientation of new personnel

9.11.6 Continuing education

9.11.7 In-service training

9.11.8 Description of recruiting capabilities, experience in recruitment in urban prison/jail sites and ability to respond to acute recruitment needs prior to the start of the Contract. Demonstrate historical experience in maintaining a high level of staffing positions filled in a MAT Contract.

9.12 Program Support Services: Proposer is expected to provide professional management services to support the MAT program at the Dauphin County Prison. These additional program support services are as follows:

9.12.1 Medical Audit Committee: Proposal shall indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The Committee shall be responsible for

developing, recommending, and implementing all policies and procedures necessary for the operation of the MAT program at the Prison. The objective of the Committee is to assure that quality MAT services are available to all inmates. The Proposer shall identify the membership of the Committee and how often the Committee will meet.

- 9.12.2 Quality Improvement Program: Specify guidelines for a Quality Improvement Program (QIP). The Medical Director will establish a program for assuring that quality MAT care services are provided to inmates. The QIP will evaluate the health care provided to inmates both on-site and at off-site facilities for quality, appropriateness, and continuity of care.
- 9.12.3 Cost Containment Program: Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which the Proposer plans to control MAT costs, areas where cost savings will be achieved and evidence of the success of such a program at other contract sites.
- 9.12.4 Management Information System: Indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services. Proposers must provide a copy of the format to be utilized for reporting the data.
- 9.12.5 Complaint Procedure: Specify the policies and procedures to be followed by Contractor in dealing with inmate complaints regarding any aspect of the MAT services and in accordance with the Dauphin County Prison regulations.
- 9.12.6 Policies and Procedures: Proposal shall indicate the method the Proposer will follow in establishing and revising MAT services.
- 9.12.7 Accreditation: Proposer shall address the plan to secure and/or maintain accreditation for MAT services at the Dauphin County Prison.
- 9.12.8 Strategic Planning and Consultation: Proposer shall indicate its capability for strategic operational planning and medical and administrative consultation.
- 9.13 Exceptions: Proposers must note any exceptions to the Request for Proposal or acknowledge their concurrence with Request for Proposal in its entirety. If Contractor cannot perform services as identified, please identify, and provide recommendations for said services.
- 9.14 Special/Unique Qualifications: Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide services. Special firm and/or individual expertise is to be included.
- 9.15 Financial Statements: **If requested**, provide the last three years of financial statements audited by a certified public accountant which shall include balance sheets and income statements and/or a comprehensive Dun & Bradstreet financial report.
- 9.16 Innovative Ideas and Value-Added Considerations: Although the County has provided a statement of needs and mandatory requirements for Proposers to meet in order to be selected for these services, it is not intended to limit Proposer's innovations or creativity in preparing a Proposal to accomplish these goals. Innovative ideas, new concepts, and partnership arrangement will be considered. Please provide with your Proposal any additional services that your Company can provide at no additional cost to the County.

Please Note: The County Reserves the sole right to reject any proposal received that is not in the required format.

EXHIBIT A – SAMPLE AGREEMENT

COUNTY OF DAUPHIN

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the BOARD OF COMMISSIONERS OF DAUPHIN COUNTY, PENNSYLVANIA, a third-class county organized and existing under the laws of the Commonwealth of Pennsylvania (D/B/A/ DAUPHIN COUNTY PRISON hereinafter the “Prison”), with a principal address of 2 South 2nd Street, Harrisburg, Pennsylvania 17101 (hereafter “Prison” or “County”) and _____ (hereinafter called "Contractor").

WITNESS

WHEREAS, COUNTY wishes to engage an independent contractor with the experience and the ability to manage and provide medical assisted treatment (hereinafter “MAT”) service to help in the recovery and rehabilitation of inmates of the Dauphin County Prison suffering from addiction and addictive substance abuse;

WHEREAS, services will be performed at the main Prison Building and as needed at the Work Release Center; and

WHEREAS, Contractor has provided information and references which substantiate the award of this contract to said Contractor.

NOW THE SIGNATORY PARTIES BELOW ENTER INTO THIS CONTRACT FOR SERVICES AS FOLLOWS:

COUNTY proposes using the services of Contractor and Contractor agrees to provide such services under and subject to the following terms and conditions:

1. Scope of Services:

Contractor shall provide MAT services as an independent contractor and not as a County employee for any purpose. Contractor will diligently and conscientiously devote its time and attention and best efforts to render services as indicated.

Contractor will perform such contracted services as described in this Agreement, the Request for Proposal entitled “Medical Assisted Treatment Services”, dated __, 2025, and submitted by Contractor dated _____, as shown as Attachment A in this Agreement.

2. Documents in Order of Precedence:

(A) This Agreement.

(B) Dauphin County RFP for Medical Assisted Treatment Services dated , 2025, Addendum 1 dated _____, Addendum 2 dated _____, and Addendum 3 _____

(C) Proposal submitted by _____ dated _____.

3. Discrimination:

Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

4. Term of Agreement:

The term of this Agreement shall begin upon approval and continue until complete. Completion shall be three (3) years from the execution of this Agreement with two (1) year options to renew. The County reserves the sole right to extend this Agreement based upon the availability of funds and as deemed proper and/or necessary in the best interest of the County. Extension of this Agreement inclusive of the two one (1) year options to renew, shall be transmitted by written Amendment to this Agreement with signature of an authorized official of the Contractor and signature of County.

5. Termination:

This Agreement shall terminate upon the satisfactory completion of the work by Contractor and acceptance by County, or upon thirty (30) days written notice by either party at any time, or upon incapacity of Contractor. In the event of termination before the end of the terms specified hereinabove, County shall pay Contractor for work performed to the satisfaction of County up to the effective date of the termination.

6. Remedies:

The County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by Contractor.

7. Method of Payment:

County agrees to pay Contractor a total not to exceed amount of _____ for services performed as per the attached _____. Payment shall be made promptly following receipt of correct invoice(s) submitted and subject to County approval of satisfactory performance of the work required under this Agreement. Contractor shall not perform additional work unless discussed and agreed to in advance by the parties.

Contractor acknowledges that Internal Revenue Service (IRS) regulations may require that County withhold Social Security, Medicare, or other taxes from payments due Contractor. Such withholding shall not constitute a default under this Agreement. Contractor shall not be entitled to receive any "employee" benefits from County including, for example, pension or health insurance.

8. Record Maintenance:

Contractor agrees to maintain records relating to the performance of the services hereunder as required by County. Such records shall be open for inspection to County and to such agents of County as are designated during reasonable business hours.

9. Federal and State Audit Requirements:

Contractor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 et seq; 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.

(A) If the Contractor is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Contractor is required to have an audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

(B) If the Contractor is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Contractor is required to have a program-specific audit made in accordance with the provisions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost

Principles and Audit Requirements for Federal Awards” and in accordance with the laws and regulations governing the programs in which it participates.

- (C) If the Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- (D) In the event an audit is required, the Contractor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County no later than ninety (90) days after the close of the agreement period.
- (E) In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Contractor shall not charge its costs of the audit to federal funding streams.
- (F) Contractor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Contractor’s records during normal business hours. The County shall provide fourteen (14) days’ notice to Contractor in the event of such an audit.
- (G) The County shall advise Contractor of any discrepancies in adherence to this Agreement. Contractor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.
- (H) Contractor shall maintain and make available such books, records and documents related to this Agreement for four (4) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

10. Prohibition Against Assignment:

Contractor shall not assign, subcontract, or other transfer any portion of services covered by this Agreement without prior written consent of the County. In the event prior written notification is received and approved by the County for the subcontracting of services by someone other than the Contractor, the Contractor agrees to accept full responsibility for the performance of all terms of this Agreement regardless of any other approved subcontracting agreements.

11. Default/Resolution:

If the Contractor or County defaults in its performance under the Terms and Conditions of the Agreement, the defaulting party shall be notified promptly in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this Agreement will be terminated.

Contractor agrees, if found to be unacceptable by the County, to replace any individual on their project team upon reasonable request of the Deputy Warden of Operations of the Dauphin County Prison. The County has the sole right to accept or reject any individual assigned to this project by Contractor.

12. Workers’ Compensation Immunity/Act:

Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @481(b)] of said Act.

Contractor accepts, in so far as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements or amendments thereto.

13. Insurance:

Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. If motor vehicle travel is associated with performance, Contractor agrees that it carries and will continue to carry Automobile Liability insurance. An original certificate of insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Dauphin, will be submitted by Contractor to County along with this signed Agreement.

Insurance requirements are as follows:

Contractor will maintain at its sole expense a valid policy of insurance covering: Professional Liability insurance acceptable to the County in the amount of Ten Million (\$10,000,000.00) Dollars in the aggregate and Three Million (\$3,000,000.00) Dollars per claim. 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. It is also required that the COUNTY is named a certificate holder and added to the policy as additional insured. Proof of the insurance set forth in this section shall be provided by CONTRACTOR to PRISON within ninety (90) days of the full execution of this AGREEMENT.

In addition, Contractor shall provide the following insurance:

Professional Errors and Omissions Liability: See above (only if contract involves performance of a recognized professional service)

Medical Malpractice Insurance: (only if contract involves performance of a member of the medical profession. Those in the medical professions must also provide evidence of participation in the Cat. Fund in the amounts shown below) (Saece the same coverage as Professional Errors and Omissio0ns Liability above)

Medical Professional Liability Catastrophe Loss Fund

\$ 900,000 Each Occurrence

\$2,700,000 Aggregate

Without retroactive date.

Claims-made basis acceptable for *Professional Errors and Omissions*, and *Medical*.

Computer Crime Coverage

\$1,000,000 Minimum Limit (to include data processing service operations)

If coverage on insurance policy is due to expire before the end of the contract period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior to completion date shown on contract, the County reserves the right to withhold payment(s) until updated Certificates are provided.

14. HIPAA Compliance:

Contractor warrants and represents that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to the processing, privacy, and security of medical and/or health information and related documentation/records in connection with the Contractor's provision of services as set forth under this Agreement, whether as a "covered entity" or as "business associate" of the County. Contractor understands that it assumes all responsibility for its own compliance with HIPAA. Contractor agrees to indemnify, defend, reimburse, and hold harmless the County, its officers, agents, and employees with respect to any liability, including costs or penalties assessed to or borne by, the County, whether civil or otherwise arising from Contractor's compliance or non-compliance with respect to HIPAA.

15. Independent Contractor:

Contractor certifies that he is totally independent of any company or Contractor that may perform work for the County regarding this contract and that Contractor will not receive any remuneration or commission of any kind from any such vendor as a result of Contractor's performance under this Agreement.

16. Conflict of Interest:

Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor, (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice. A reasonable time frame will be no greater than thirty (30) from the point of discovery of the potential conflict.

17. Ownership of Documents:

County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, developed, or computed by Contractor under this Agreement except for proprietary information as declared in the RFP attached to this Agreement.

18. Public Official and Employees Ethics Act:

Contractor certifies that to the best of its knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement. Contractor agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.)

19. Notice:

Notices under this Agreement shall be directed to:

For Contractor:

For 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, P.O. Box 1245
Harrisburg, PA 17108-1245

20. Solicitation:

Contractor and County both agree not to solicit, hire, or contract with or engage the employment or services of any employee or former employee of Contractor or County during the period of and for one (1) year after the termination of the Agreement without written approval. Contractor and County agree that such approval will not be unreasonably withheld.

21. Changes/Modifications:

This Agreement contains the full understanding of the parties. Any modifications to be made are to be in writing signed by the parties.

22. Laws of The Commonwealth:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall lie in Dauphin County and the Commonwealth of Pennsylvania. The parties agree that jurisdiction and venue shall lie in Dauphin County and the Commonwealth of Pennsylvania.

23. Right-To-Know Law:

A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Contractor provides the County, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor herein if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment, or harm that the County may incur as a result of the Contractor's failure, including any statutory damages assessed against the County. D). The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the

RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, Contractor will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Contractor for any costs associated with complying with this provision. F). Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

24. Breach of Personal Information Act:

The Contractor must comply with Pennsylvania's Breach of Personal Notification Act ("BPINA"), 73 P.S. § 2301, et seq. During the course of this Agreement, Contractor may obtain or be given access to the Personal Information of Commonwealth residents. Pursuant to Section 2302 of BPINA, "Personal Information" includes an individual's first name or initial and last name AND: social security number, driver's license, state-issued identification card, financial account number, credit or debit card number, medical information, health insurance information, a username or email address with way to access account. Upon discovery of a breach, Contractor must provide notice of said breach to the County as soon as practically possible, but not more than seven (7) days following date of discovery of breach. The date of discovery is the date Contractor first had knowledge or reasonable suspicion that a breach occurred. In accordance with Section 2303 of BPINA, the County is responsible for making the subsequent determinations as to whether to provide notice of breach to affected Commonwealth residents in accordance with the requirements of BPINA.

25. Compliance with Law:

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Agreement. It shall be Contractor's duty to be knowledgeable about all relevant and prevailing laws.

26. Program Fraud and False or Fraudulent Statements or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

27. No Obligation by Federal Government:

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

28. Suspension and Debarment:

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later

determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (D) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (E) The Contractor must sign the certification included with this Agreement.

29. Byrd Anti-Lobbying Amendment:

During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor must sign the certification included with this Agreement.

30. Procurement of Recovered Materials: Solid Waste Disposal Act:

During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

31. Contract Work Hours and Safety Standards Act:

During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

- (A) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (B) Violation. Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (D) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (b) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (b) of this section.

32. Clean Air Act:

- (A) During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Funding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (C) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

33. Federal Water Pollution Control Act (Clean Water Act):

- (A) During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions, standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (B) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Funding Agency, and the appropriate Environmental Protection Agency Regional Office.
- (C) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

34. Severability:

If any term, provision, covenant, or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

35. Captions:

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

36. No Offer:

This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both parties.

37. Use of Headings:

The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

38. Effective Date:

As used herein, the "Effective Date" shall mean the later of the PRISON execution date and the Contractor execution date, each of which is set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONTRACTOR:

DAUPHIN COUNTY BOARD OF COMMISSIONERS:

Signature of Authorized Official

Chairman

Typed Name & Title of Authorized Official

Vice Chairman

Secretary

Witness for Contractor:

Signature

Chief Clerk

SUSPENSION AND DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal or state funds:

1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; or
4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT B – SAMPLE INSURANCE CERTIFICATE

SAMPLE INSURANCE CERTIFICATE

CERTIFICATE OF INSURANCE			DATE: XX/YY/2024				
PRODUCER SAMPLE ONLY		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.					
		COMPANIES AFFORDING COVERAGE					
INSURED [NAME OF VENDOR/CONTRACTOR]		COMPANY A	XYZ Insurance Company				
		COMPANY B	YZX Insurance Company				
		COMPANY C	ZXY Insurance Company				
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERT							
CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY	123456	X/Y/2024	X/Y/2024	General Aggregate		\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				Products-Comp/Ops Aggregate		\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				Personal & Advertising Injury		\$2,000,000
	<input type="checkbox"/> OWNERS & CONT PROT				Each Occurrence		\$2,000,000
					Fire Damage (Any one fire)		\$50,000
		Medical Expense (Any one person)		\$5,000			
B	AUTOMOBILE	778899	X/Y/2024	X/Y/2024			\$2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> OWNED COMM'L AUTOS							
<input type="checkbox"/> AUTO PHYSICAL DAMAGE							
A	Excess Liability	11122233	X/Y/2024	X/Y/2024			
	<input type="checkbox"/> Umbrella Form				Each Occurrence		\$ 2,000,000
	<input type="checkbox"/> Other Than UmbrellaForm				Aggregate		\$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	4445556666	X/Y/2024	X/Y/2024	STATUTORY LIMITS		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL				EACH ACCIDENT		\$100,000
					DISEASE - POLICY LIMIT		\$500,000
					DISEASE - EACH EMPLOYEE		\$100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS							
Certificate holder is added as an Additional Insured as respects works and operations performed for them by the Named Insured.							
CERTIFICATE HOLDER			CANCELLATION				
County of Dauphin 2 South Second Street Harrisburg, PA 17101			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
			AUTHORIZED REPRESENTATIVE				

EXHIBIT C – VIVITROL DAUPHIN COUNTY PRISON PROGRAM PROCESS

Dauphin County Prison (DCP) Counselor will communicate to Health Care Provider via internal referral system if an inmate potentially meets criteria for the Dauphin County Prison Vivitrol Pilot Program (DCPVPP).

DCPVPP Eligibility Requirements:

- PA Resident
- Sentenced and will be at DCP for a minimum of forty-five (45) days
- Currently has been cleared from any out-of-county/out-of-state detainers
- History of opiate use/substance related charges

Health Care Provider will review referral slip and meet with inmate for initial Health and Physical (H/P) screening. Once H/P is completed, inmate will be referred to the Provider.

The Provider will complete the initial clinical assessment. The Provider will obtain all proper consents, to include, but not limited to: communication with Dauphin County Drug and Alcohol Services to confirm the DCPVPP does not interfere with concurrent placement of treatment recommendations. If inmate appears appropriate, the Provider will make a referral back over to Health Care Provider to complete lab work/medication screening.

If the client has been determined to be appropriate for the DCPVPP, has expressed a desire to be on Vivitrol and has signed all of the required paperwork then the client is required to attend all treatment sessions with the Provider (group and individual) as well as abiding by all DCP rules. This will include psychoeducation regarding medication and relapse prevention skill development.

Two (2) weeks prior to release Health Care Provider will obtain lab work CMP for LFTs (Vivitrol is contraindicated if 2.5 times greater than the normal value) and urine pregnancy test for female clients. If results are appropriate Health Care Provider will coordinate with intake staff to complete a urine drug screen; if results are negative the client will be put on a trial of oral Naloxone two (2) days prior to first Vivitrol Injection. Health Care Provider will obtain signed consents, forward all lab results to the Provider, and administer the Vivitrol injection three (3) days prior to release from DCP.

Concurrently, the Provider will complete the Vivitrol Administration request form and forward it to the Dauphin County Department of Drug and Alcohol for approval. The Provider will complete a Medical Assistance Packet and obtain an aftercare appointment at a Dauphin County contracted outpatient provider. A specific date and time for the aftercare appointment must be provided to the client prior to their release from DCP.

EXHIBIT D - MINIMUM ASSESSMENT COMPONENTS

1. **Date of initial contact and date of assessment;**
2. **Demographics:** name, address, birth date, social security number, phone, marital status, sex, race, birth/maiden name;
3. **Education:** literacy, degree to which substance use has interfered with education;
4. **Employment:** degree to which substance use interferes with employment; current employment, length and placement of employment, employment history;
5. **Military:** eligibility for VA benefits, combat experience/potential trauma issues, injuries related to military service;
6. **Physical health:** chronic and current acute medical conditions; past and present medications, are medications taken as prescribed, pregnancy,
7. **Substance use history:** type and frequency, date of first and last use, amount, and route of administration, length, patterns and progression of use, impact on behavior and relationships with others; treatment history;
8. **Abstinence and recovery periods:** recovery support systems, periods of abstinence; periods of active recovery;
9. **Behavioral health:** cognitive functioning; mental health symptoms, current and past treatment; hospitalizations, suicidal/homicidal ideations or attempts; psychotropic medications;
10. **Family/social/sexual:** child custody/visitation, childcare arrangements, risky behaviors; relationship status; family supports;
11. **Spiritual:** spiritual identity;
12. **Living arrangements:** current living arrangements, supportive recovery environment;
13. **Abuse:** history of abuse or trauma, issues that might impact placement;
14. **Legal:** probation/parole status, conviction record to include disposition, current and pending charges;

15. **Potential barriers to treatment:** other areas that may impact treatment (i.e. transportation, cultural/language, childcare needs);
16. **Assessment summary:** clinical impressions, strengths, needs, special considerations.

EXHIBIT E – COMMONLY USED VALIDATED SCREENING AND ASSESSMENT TOOLS

Withdrawal

- Clinical Institute Narcotic Assessment (CINA) Scale for Withdrawal Symptoms
- Clinical Institute Withdrawal Assessment for Alcohol–Revised (CIWA-Ar)
- Clinical Opiate Withdrawal Scale (COWS)
- Subjective Opiate Withdrawal Scale (SOWS)

Cravings

- Brief Substance Craving Scale (BSCS)
- Heroin Craving Questionnaire (HCQ)
- Opioid Craving Scale (OCS)

Overdose Risk

- Assessing Risk for Overdose: Key Questions for Intake Forms
- Current Opioid Misuse Measure (COMM)
- Risk Index for Overdose or Serious Opioid-Induced Respiratory Depression (RIOSORD)

Assessment of Opioid and Other Substance Use Disorders

- The Alcohol Use Disorders Identification Test–Consumption (AUDIT-C)
- Addiction Severity Index (ASI)
- Drug Abuse Screening Test (DAST)
- Global Appraisal of Individual Needs (GAIN)
- Rapid Opioid Dependence Screen (RODS)
- Severity of Opioid Dependence Questionnaire (SODQ)
- Structured Clinical Interview for the DSM-5 (SCID-5)
- Texas Christian University (TCU) Drug Screen-5-Opioid Supplement
- Tobacco, Alcohol, Prescription Medication, and Other Substance Use (TAPS)

Co-Occurring Mental Health Disorders

- Brief Jail Mental Health Screen (BJMHS)
- CJ-DATS Co-Occurring Disorder Screening Instrument (CJ-CODSI)
- Global Appraisal of Individual Needs (GAIN)
- Mental Health Screening Form-III (MHSFIII)
- Modified Mini-Screen (MMS)
- Symptom Checklist-90-Revised (SCL-90-R)

Trauma History and PTSD

- Adverse Childhood Experiences (ACE) International Questionnaire
- Life Events Checklist for DSM-5
- Post-Traumatic Stress Disorder (PTSD) Checklist (PCL)
- Trauma History Screen (THS)
- Trauma Screening Questionnaire (TSQ)

SIGNATURE PAGE

Proposal for Medication Assisted Services

The undersigned, being a duly authorized officer of the Contractor listed below, does hereby present this proposal for **Medication Assisted Treatment Services** under the terms specified in the County of Dauphin's Request for Proposal, and had ascertained the accuracy of the Proposal before submitting it to the County.

The undersigned further certifies the following:

The Proposal has been developed independent of all other Proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other Contractor which provides or could provide the services described in the Request for Proposal.

The Contractor has the resources and experience necessary for full performance of all requirements as stated in the Request for Proposal.

Respectfully Submitted:

_____ (Signature of Authorized Officer)

_____ (Title)

Contractor's Name: _____

Contract Person/Title: _____

Official Address: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

Check One: Individual: _____ Partnership: _____ Corporation: _____

Acknowledgement of Receipt of Addenda: The Contractor hereby acknowledges receipt of the following Addenda that has been made part of this Request for Proposal:

<u>Number</u>	<u>Dated</u>	<u>Initials of Contractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Form Must Accompany Your Formal Proposal

COST PROPOSAL

Proposal for Medication Assisted Treatment Services

Firm Name _____

Authorized Signature _____

Having thoroughly reviewed the Request for Proposal for Medication Assisted Treatment Services for the Dauphin County Prison (and related facilities – justice Center and Work release facility), plus any Addenda issued, agree to provide the material, labor, expertise, tools, and equipment required to perform the work as specified. Our price is:

SUBCONTRACTORS

Proposal for Medication Assisted Treatment Services

Proposers that intend to utilize Subcontractors to perform work and/or provide services shall provide the following information with regard to that Subcontractor:

NONE (Check this box if Subcontractors **will not** be used)

1. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

2. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

3. Name: _____ Phone: _____

Address: _____

Type of Work/Services: _____

REFERENCE PAGE FOR CONTRACTOR

Proposal for Medication Assisted Treatment Services

All Proposers must submit the names of at least three current contracts for which they are providing Service comparable to what is specified herein:

1. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Brief Description of
Services: _____

Effective Date of
Current Contract: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Brief Description of
Services: _____

Effective Date of
Current Contract: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Brief Description of
Services: _____

Effective Date of
Current Contract: _____

4. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Brief Description of
Services: _____

Effective Date of
Current Contract: _____

AFFIDAVIT OF 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 for individuals that will be working on this contract have been convicted of a misdemeanor, felony or have criminal action pending.

_____ 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.

Previous Names Used Title/Duties Performed

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)

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

It is the successful Proposer's responsibility to notify the 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) working days.

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

Proposer's Signature

Company Name

(Print Name) (Address)

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 2025,

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: _____

PA CHILD PROTECTIVE SERVICES COMPLIANCE VERIFICATION FORM

Proposal for Health Care Services

Date: _____

Business or Organization Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Contractor: _____

Subcontractor: _____

(Check one)

Contract/Bid/Project Number: _____

Project Description: _____

Project Location: _____

As a contractor/subcontractor for the above referenced County of Dauphin project, I hereby acknowledge that performance of this job may cause me or my employees to have direct contact with children.

Furthermore, I affirm that our company will comply with Pennsylvania's Child Protective Services Law regarding clearance requirements (23 Pa.C.S.A. §6344) for all employees who will work on this job.

This includes, but is not limited to, obtaining the following clearances for every employee who will enter County of Dauphin property to work on this project:

- Pennsylvania Child Abuse History Clearance (Childline)
- Federal Bureau of Investigation (FBI) Criminal History Record
- Report of criminal history from the Pennsylvania State Police

These clearances must be obtained prior to the employee beginning work on this project unless the requirements for provisional employment have been met pursuant to 23 Pa.C.S.A. §6344(m). Should staffing requirements change during the course of performance of the job, the requisite clearances shall be obtained for any new personnel before they can begin employment. These clearances must be renewed every 60 months.

The County of Dauphin reserves the right to request and inspect, at any time, the clearances for any employee that has worked on the project, is working on the project, or will be working on the project. Should our company fail to provide clearances for that employee, that employee must immediately cease work until clearances are obtained.

I acknowledge that failure to comply with the provisions of the Child Protective Services Law may result in criminal action against our company. In addition, a violation will constitute breach of contract and the contract may be terminated by the County of Dauphin.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature