

**South Mountain Secure Treatment Unit
Statement of Work
Outpatient and Emergency Care Services
IFB# 6100065667**

I. OBJECTIVE

The Department of Human Services (“DHS”), is seeking a contractor to provide Outpatient and Emergency Care Services, as defined in Section III.B, for the Bureau of Juvenile Justice Services (“BJJS”), South Mountain Secure Treatment Unit (“SMSTU”) located at, 10056 South Mountain Road, South Mountain, Pennsylvania 17261.

DHS will award one Contract to the responsible and responsive bidder within the Commonwealth of Pennsylvania located within a 15-mile radius of the SMSTU facility. The Contractor shall be equipped to facilitate all consumers of SMSTU.

II. CONTRACT TERM

- A. The selected Contractor will be issued a Contract. The term of the Contract will commence upon execution of the Contract by all parties (“Effective Date”) and will end two years after the Effective Date unless it is terminated earlier pursuant to the terms of the Contract. DHS may renew the Contract for up to three additional one-year periods, upon the same terms and conditions as set forth in the Contract.
- B. At the time of each renewal the Department and the selected Contractor may negotiate the contract unit price not to exceed a maximum of three percent increase over the unit price in effect in the year immediately preceding each renewal term.
- C. Upon award of a Contract, DHS will issue purchase orders in accordance with the Contract on an as needed basis. No work shall begin or be reimbursed prior to issuance of a fully executed purchase order.
- D. DHS will reimburse the selected Contractor for invoices submitted by the selected Contractor, provided the invoices are in accordance with the Contract and approved by the Commonwealth Project Manager. DHS will not make final payment until all services has been successfully completed.

II.

SCOPE OF SERVICES

A. CONTRACTOR RESPONSIBILITIES

1. The selected Contractor shall follow these responsibilities as well as any responsibilities indicated in other subsections in this Statement of Work.
2. The selected Contractor shall schedule consumers in accordance with the selected Contractor's standard appointment scheduling policy and shall not discriminate against consumers for any reason in scheduling appropriate appointments. The selected Contractor shall provide hospital personnel who may provide recommendation for consumers to scheduled clinic appointment and determine if an emergency room visit is necessitated by the consumer's immediate medical needs.
3. The selected Contractor shall evaluate and treat SMSTU consumers at their hospital sites. The selected Contractor shall follow SMSTU internal policies and procedures which the Contract Administrator or Contract Monitor will provide to the selected Contractors. The selected Contractor shall provide only those services which are appropriate for the proper medical treatment of the consumers. Selected Contractors, or their designated hospital personnel, shall advise SMSTU staff of proposed treatment and the hospital staff may sanction such treatment. Acceptance of prescribed treatment by designated SMSTU staff will constitute acceptance by the Commonwealth.
4. The selected Contractor or designated hospital personnel shall fax a full dictated report within two weeks after the initial and subsequent follow-up appointments to the Contract Administrator or Monitor, or as directed by the SMSTU. Fax numbers are listed at the end of this Statement of Work.
5. The selected Contractor or designated hospital personnel shall fax a full dictated report within 24 hours after any test results to the Contract Administrator or Monitor or as directed by each SMSTU. Fax numbers are listed at the end of this Statement of Work.
6. The selected Contractor shall be responsible for and shall direct the physician of a treating department to provide a clearly handwritten, brief summary of recommendations on the SMSTU Consultation or Interagency Transfer form, which the SMSTU will provide at the time of the initial and follow-up evaluations or appointments. The selected Contractor shall return the original Consultation or Interagency Transfer form to the SMSTU but may keep a copy for their files. If an Electronic Medical Record is used, the selected Contractor physician may provide a printout of all laboratory reports, x-ray reports and doctors note at the time of the visit.
7. The selected Contractor shall determine and make follow-up appointment for monitoring effects of prescribed treatment and revising treatments based on

consumer response and shall provide any follow-up appointment date and time on the SMSTU Consultation or Interagency Transfer.

8. The selected Contractor shall aid the Contract Administrator or Contract Monitor or specialty physician or surgeon in coordinating an appropriate discharge. The selected Contractor shall facilitate a doctor-to-doctor phone consult to the SMSTU physician, to review treatment provided to the SMSTU consumer prior to being released.
9. The selected Contractor shall make recommendation for ongoing treatment modalities, devices, or both, which will subsequently be reviewed and ordered by the referring SMSTU's Contract Administrator or Contract Monitor.
10. The selected Contractor shall obtain informed consent, either directly or through the physician, for any invasive diagnostic or treatment intervention that may be performed on the SMSTU's consumer. For consumers considered incapable of making medical decisions, a selected Contractor shall obtain informed consent from next of kin, Agent under a Power of Attorney, or health care decision maker. When no next of kin, Agent under a Power of Attorney, or health care decision maker is available, the selected Contractor shall inform the SMSTU Chief Executive Officer ("CEO") or designee.
11. The selected Contractor shall provide phone consults with the SMSTU's Medical Staff having specific questions.
12. The selected Contractor shall provide information to the SMSTU's appointment scheduler to allow for appropriate consumer preparation prior to studies if indicated.
13. The selected Contractor shall provide the SMSTU's general or specialty physician or surgeon with the appropriate written discharge instructions for the SMSTU's consumers, or staff that may be accompanying the consumers.
14. The selected Contractor shall provide a copy of medical license, Drug Enforcement Agency No. (DEA#), Board Certification and malpractice insurance to the SMSTU's Chief Medical Officer upon request.
15. The selected Contractor shall provide a list of physicians that are credentialed in accordance with their specific scope of practice and are in good standing at the selected Contractor hospital to the SMSTU upon request.
16. The selected Contractor shall immediately inform the SMSTU of any voluntary or involuntary loss of privilege to practice medicine.

B. CONTRACTOR REQUIREMENTS

1. The selected Contractor shall provide Outpatient Services, and Emergency Care Services at a percentage of customary charges.
2. The selected Contractor shall submit a Bill Charge form provided by DHS, which identifies the percentage the contractor will bill of customary charge.
3. The selected Contractor shall comply with each individual SMSTU's standard relating to the services performed on this contract. At the time of award, the Contract Administrator or Contract Monitor will provide the SMSTU standards to the selected Contractor.
4. The Contract Administrator or Contract Monitor may review and approve all services provided by the selected Contractor.
5. Services include:
 - a. **Outpatient Services** – Outpatient Services include, but are not limited to, office visits, in and out surgery, operating room, anesthesia, medications, supplies, laboratory services, x-rays, and other diagnostic services. The selected Contractor shall provide all outpatient services for the consumers of the SMSTU. The SMSTU will provide transportation to and from hospitals. A member of the SMSTU Medical Staff will order and authorize services and will supply a referral slip which will accompany the consumer.
 - b. **Emergency Care Services** –The selected Contractor shall perform Emergency Care Services as required by the SMSTU and shall provide Emergency Room Services to the SMSTU's consumers referred by the SMSTU's Medical Staff in accordance with the following:
 - i. Physicians who are Board Eligible or Board Certified in Emergency Medicine Family Practice, Internal Medicine, General Practice, or other appropriate specialty. The selected Contractor shall provide Physicians (and not mid-level providers) to see consumers unless special arrangements are made with the Medical Director and Chief Medical Officer at the individual SMSTU, or they have first been triaged by a Physician, had a treatment plan reviewed and signed off by a Physician, or both.
 - ii. Emergency Room Services includes, but are not limited to: Imaging Department, Cardiology Department, Laboratory, Pathology Department, Cardiac Rehabilitation, Anesthesia Department, Endoscopy Department, One Day Surgery, and Radiology and Imaging Department.

- iii. The selected Contractor shall evaluate the SMSTU's consumers at the SMSTU site.
- iv. The selected Contractor shall provide services as soon as possible for an emergent study.
- v. The selected Contractor's shall require its Physicians to:
 - (1) Provide initial comprehensive Emergency Room assessments and provide diagnosis and treatment management, including medication recommendations for referred conditions.
 - (2) Make recommendations for diagnostic studies and laboratory or tests, which subsequently will be reviewed and ordered by the referring SMSTU physician. The diagnostic studies and laboratory or tests will be completed at the SMSTU unless the SMSTU is incapable of providing those services. In special circumstances, the selected Contractor may arrange with the SMSTU, to have specialized testing completed at a different location.
 - (3) Obtain informed consent prior to any invasive diagnostic studies the selected Contractor Physicians may perform. For consumers considered incapable of making medical decisions, the selected Contractor Physicians must notify next of kin, Agent under the Power of Attorney, or the health care decision maker to obtain informed consent. When no next of kin, Agent under the Power of Attorney, or health care decision maker are available, the selected Contractor Physician shall inform the SMSTU CEO or designee.
 - (4) Contact appropriate SMSTU contact for the SMSTU's consumers requiring admission or Rapid Treatment Status. If admission is advised, the selected Contractor shall notify the SMSTU to discuss.
 - (5) Provide a clear and brief summary of recommendations on the facilities outpatient referral form provided at the time of the initial evaluation and at subsequent follow-up emergency room visits or print out from the Electronic Medical Record all laboratory and x-ray reports and doctors' notes. Each SMSTU may require, and selected Contractor shall facilitate, a doctor-to-doctor call to discuss findings in cases with special circumstances.
 - (6) Provide physician-to-physician phone consults with the SMSTU's Medical Staff for the SMSTU's consumers with problems requiring emergent evaluation.

c. **Special Provision** – The SMSTU utilizes contracted hospitals for inpatient services when consumers require more extensive medical care than can be provided in a free-standing psychiatric facility. The selected Contractor shall require the treating hospital certify that the physicians

providing care to SMSTU consumers are credentialed and privileged to provide the necessary care and only provide care for which they are so privileged. The selected Contractor agrees to serve as a credential's verification organization ("CVO") for the SMSTU as credentialed to provide care to the SMSTU's consumers while inpatient, outpatient, or in the emergency room at the selected Contractor hospital. The SMSTU's Credentialing Committee Chairperson will periodically assess the credentialing process at the selected Contractor hospital to assure it meets credentialing standards. The selected Contractor shall provide a list of all credentialed Physicians to the SMSTU at the time of award and upon each contract renewal.

IV. BIDDING INSTRUCTIONS

- a. **Bidders Contact Person:** Prospective Bidders shall designate a person who is familiar with the proposed contract, who is authorized to act on the prospective Bidder's behalf in resolving any issues relating to the proposed contract, and who will be available to the SMSTU during regular business hours. The prospective Bidder's shall complete **Attachment H**, Contractor Contact Information.
- b. **Contract Administrator / Monitor:**
The contract shall be administered on behalf of SMSTU by:
Sherry Cover
Phone: 717-789-5508
Email: scover@pa.gov
Fax: 717-789-5638
- c. **Entering pricing on the Invitation for Bid:** Quantity on the bid is an estimated yearly dollar amount. The selected Contractor shall invoice based on a percentage of customary charge for this contract. For purposes of the electronic submission, all bidders should bid \$1.00, plus the percentage of customary charges. Example: If you want to bid at charge plus 10% - you will input \$1.10 in the unit cost.
- d. Bidders are required to submit a Services & Billing Provided by Contractor form that will identify the percentage of customary charges for billing purposes.
- e. This solicitation includes the following attachments in addition to this Statement of Work:
 - 1. Attachment A Standard Terms and Conditions
 - 2. Attachment B Addendum to Standard Terms and Conditions
 - 3. Attachment C Business Associate Addendum

4. Attachment D General Conditions and Instructions to Bidders
5. Attachment E Proof of Virtual Meeting Form
6. Attachment F Worker Protection and Investment Certification Form
7. Attachment G Lobbying Certificate
8. Attachment H Contractor Contact Form

V. MANDATORY BID REQUIREMENTS

To be eligible for selection, the Electronic Bid Submission must:

1. Include Attachment E, Proof of Virtual Meeting Form;
2. Include Attachment F, Workers Protection Form;
3. Include Attachment G, Lobbying Certification Form; and
4. Include Attachment H, Contractor Contact Information.

The Mandatory Bid Requirements set forth above (1-4) are the only requirements that the Commonwealth will consider to be non-waivable. The Department may, in its sole discretion, waive any other technical or immaterial nonconformities in an Contractor's proposal.

VI. CONTRACT AWARD

Award will be made to the lowest responsible and responsive bidder.

VII. BILLING

The selected Contractor agrees to direct billing of outpatient **PHYSICIANS AND NON-PHYSICIAN (ANCILLARY)** services to consumers by strictly adhering to the following terms and order of payers.

- A. Outpatient Physician Services provided to consumers who are dually eligible for Medicare Part B and Medical Assistance shall be directly billed in the following sequential order of payers as follows:
 1. Medicare
 2. Supplemental Insurance (Medicare deductible/co-insurance only)
 3. Medical Assistance (Medicare deductible/co-insurance only)

4. Facility – percentage of customary charge
- B. Outpatient Physician Services provided to consumers who are eligible for Medicare Part B and not eligible for Medical Assistance shall be directly billed in the following sequential order of payers as follows:
1. Medicare
 2. Supplemental Insurance (Medicare deductible/co-insurance only)
 3. Facility – percentage of customary charge
- C. Outpatient Non-Physician (Ancillary) services provided to consumers who are eligible for Medicare Part B shall be direct billed to the SMSTU.
- D. Insurance: The selected Contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under any awarded Contract or Purchase Order. As required by law, an independent contractor is responsible for Malpractice Insurance for health care employees. The selected Contractor shall provide insurance Policy Number and Provider Name, or a copy of the policy with all renewals for the entire contract period.
- E. The Selected Contractor agrees to accept the Medicare payment plus payments received for deductibles and co-insurance as payment in full.

VIII. PAYMENTS TO CONTRACTOR

The Selected Contractor will be reimbursed only for commodities and services performed and accepted by the Commonwealth of Pennsylvania. A service receipt will be used to verify that work has been completed.

Failure to submit invoices in compliance with the following instructions will result in the invoices being returned to the contractor and will substantially delay processing of payments. The selected Contractor shall be paid upon satisfactory delivery/completion of work performed and submission of an invoice on the contractor's letterhead. The invoice should contain at minimum the information listed on the sample invoice – Supplier Sample Invoice can be found at:

<http://www.dgsweb.state.pa.us/comod/CurrentForms/SampleSupplierInvoice.doc>

Payment for all compensable services pertaining to this contract will be made in accordance with the current Commonwealth of Pennsylvania Medical Assistance Fee Schedule when applicable codes are available for the services provided. Any service that does not have an applicable Medical Assistance code will not be billable to the Commonwealth of Pennsylvania. These amounts will be written off by the selected Contractors.

All services provided by the selected Contractor shall be subject to review and approval by the Contract Administrator or Contract Monitor. This invoice will be used to verify that work has been completed.

The Selected Contractor shall send a copy of invoices submitted to the corresponding SMSTU as follows:

DHS – Loysville Complex
Attn: Accounting Dept.
8 Opportunity Drive
Loysville, PA. 17047

IX. QUESTIONS AND ANSWERS

All questions regarding the IFB must be submitted via the RA-pwbidquestions@pa.gov email address. All questions must be received during the Question-and-Answer period starting April 13th, 2026 through April 24th, 2026, at 11:00:00 AM. Include the IFB bid number in the subject of the email.

All questions and answers are considered an addendum to the IFB. Answers will be posted by April 30th , 2026.

X. PRISON RAPE ELIMINATION ACT REQUIREMENTS

In accordance with its zero-tolerance policy, DHS prohibits all forms of sexual abuse and sexual harassment of juvenile in its facilities. The selected contractor shall comply with Department policy and with the Prison Rape Elimination Act of 2003 (PREA) and its regulation at 28 C.F.R. Part 115 Subpart D, Standards for Juvenile Facilities.

At a minimum, the selected Contractor shall provide a copy of DHS's Zero Tolerance for Sexual Abuse and Harassment pamphlet to all staff members, including staff of subcontractors who have any contact with juveniles at the SMSTU and shall provide to DHS confirmation of each staff member's receipt and understanding of the pamphlet as well as to any new staff that may be hired for the duration of the contract. The selected contractor staff members and subcontractors, if any, will not be permitted to provide services until completed sign-off forms are received for those individuals who may come in contact with juveniles at the facility.

XI. ESTIMATED QUANTITIES

The quantities are estimated only and the Department may increase or decrease dependent upon the needs of the Department.