



March 16, 2026

Hello:

Attached, please find Addendum No. Three (3) for SEPTA RFP No. 25-00329-ACAC, Outsourced Medical Services.

Addendum No. 3 must be acknowledged by signing the Addendum Acknowledgement Form and submitting it with your Technical Proposal.

The due date for the submission of Proposals has been changed from Tuesday, March 17, 2026, at 4:30PM to Friday, March 27, 2026, at 2:00PM.

This Addendum provides answers to some of the questions received; The responses to the remaining questions will be provided via a separate Addendum in the near future.

Any inquiries regarding this Addendum must be directed to Carolyn Cotton of the Procurement and Supply Chain Management Department at (215) 580-7599 or [cCotton@SEPTA.org](mailto:cCotton@SEPTA.org).

Thank you for your interest in SEPTA.

Sincerely,

*Carolyn Cotton*

Carolyn Cotton  
Senior Contract Administrator  
Procurement & Supply Chain Management

SEPTA RFP No. 25-00329-ACAC Outsourced Medical Services

This addendum to the Contract Documents is hereby part of the same and is incorporated in full as part of the Project. Proposer shall acknowledge Addendum No. 3 by completing the lines below, and returning this Addendum Acknowledgement Form with your Technical Proposal.

FIRM NAME (typed or printed) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

NAME (typed or printed) \_\_\_\_\_

DATE \_\_\_\_\_

This Addendum includes:

**A. General**

The due date for the submission of Proposals has been changed from Tuesday, March 17, 2026, at 4:30PM to Friday, March 27, 2026, at 2:00PM. This Addendum provides answers to some of the questions received; The responses to the remaining questions will be provided via a separate Addendum in the near future.

**B. Partial Questions and Answers (89)**

Q1: What is the anticipated RFQ award date? Please provide the earliest and latest estimated time frame.

A1: As of this Addendum, Proposals are due March 27, 2026, by 2:00PM with an anticipated Purchase Order and Notice to Proceed issued in June 2026.

Q2: Following the Q&A response window, would it be possible to have an additional clarification period? Once we receive information back from SEPTA, we may have follow-up questions that require clarification.

A2: Yes.

Q3: Upon receipt of SEPTA's responses, would SEPTA consider allowing a minimum two-week – ideally three-week – response period to ensure a thorough and accurate submission?

A3: Please see the response to Question #1. SEPTA will allow sufficient time from the release of the remaining Receipt of Questions, prior to the Proposals being due.

Q4: How many years of pricing should be included in the proposal, and how would SEPTA prefer pricing to be presented?

A4: Please complete all sections of Attachment 3 Price Proposal for Outsourced Medical Services.

Q5: Please confirm the estimated number of banker boxes (historical hard-copy medical records) that will need to be digitized. Please include details about the records (indexing, file-naming convention, which equates to keystrokes and cost, stapled, paperclipped, double-sided, EKG strips, etc.)

A5: There are approximately 25,000 archived medical records that may need to be digitized (and about 10,000 active records that would need to be). Pages may be stapled, double or single sided, EKG strips. All of the requested details are not available at this time.

Q6: Can SEPTA provide a copy of its Drug and Alcohol Policy?

A6: Please see the Drug & Alcohol Policy attachment, at the end of this document.

Q7: There was a reference to a DOT “Look-a-Like” testing. Does SEPTA’s Non-DOT panel mimic the DOT panel, or are there other panels used?

A7: Non-DOT panel mimics the DOT panel.

Q8: Does SEPTA perform any instant/rapid drug testing? If yes, under what scenarios (post-incident, reasonable suspicion, etc.)?

A8: No.

Q9: Do you conduct non-DOT random drug testing? If yes, how many random pools are currently maintained?

A9: Yes. We have 5 random pools: Non-DOT, FTA, FRA, MOW, and MECH.

Q10: Under Phase 2., the RFP states:

*“Drug and alcohol testing may be performed alone or in conjunction with a physical examination. The type of physical examination requested by SEPTA staff will determine which drug and/or alcohol test to administer.”*

Please clarify whether physical examinations are included in the Phase 2 Drug & Alcohol scope of work.

A10: To clarify the above: The type of D&A test is not dependent on the type of physical exam – the type of test is based on the regulatory category under which the job is classified.

Q11: Based on the following requirement:

*“The Facility(s) shall have appropriate accreditations, licenses certifications, and/or registrations by: Department of Health and Human Services: under the HHS Mandatory Guidelines, by the Substance Abuse and Mental Health Services Administration (SAMSHA), College of American Pathologists Forensic Drug Testing (CAP-FDT) All appropriate state and interstate licenses.”*

Please clarify the intent of this requirement:

*“The Facility(s) shall not subcontract any part of SEPTA’s laboratory-based drug testing. All such testing shall be performed on the facility/laboratory’s own premises.”*

Is this intended to mean that the chosen vendor may not subcontract drug screen services to a certified laboratory, or is this implying that the Prime must perform all drug testing services itself without assigning tasks to an additional subcontractor? If the latter, is the Prime authorized to use independent, third-party medical clinics and collectors to perform any and/or all drug screen

collection services?

A11: Subcontracting is allowed, as long as the subcontractor is certified under CFR part 40.

Q12a: Under General Clinical Testing Requirements:

*“The Laboratory shall provide general medical tests commonly required in an occupational health clinic. The tests to be made available include, but are not limited to, CBC, SMA, urinalysis, glucose, blood lipids, lead, hepatitis profile and thyroid profile...All reports shall be provided in duplicate hard copy via teleprinter.”* Are these lab tests required as part of Phase 2?

A12a: No, these would not be required as part of Phase 2 (which is D&A testing).

Q12b: The RFP references a “hepatitis profile.” Please clarify which specific hepatitis types and test components are required.

A12b: These are not ordered routinely. There is the potential that, in rare cases, testing for antibodies and/or antigens may be required (HBsAg & anti-HBs).

Q12c: What type of thyroid panel is requested?

A12c: We don’t require this to be performed routinely. Within our current structure, this testing would be performed by employees’ treating providers.

Q12d: The RFP references “SMA” testing. Please clarify which specific SMA panel is required (e.g., SMA-7, SMA-12, SMA-20).

A12d: The required test for this purpose is a Comprehensive Metabolic Panel.

Q12e: Please confirm that hard-copy medical records and reports are not required, and request that all references to hard-copy requirements be struck.

A12e: We cannot approve that this requirement be struck. Hard-copies may be required.

Q13: Regarding “Quantitative result for each positive non-federal test”: Please confirm that quantitative results will be reported to the MRO, but will not be distributed directly to SEPTA in accordance with standards.

A13: Quantitative results are reported to the MRO.

Q14: Regarding “Specimen collection shall commence on a routine basis within 15 minutes of the donor’s arrival and check-in at the collection site. Priority shall be given to employees being tested for post-accident or reasonable suspicion.

Is SEPTA requiring the Contractor to formally track wait times at the clinic level? Is an escalation-based approach acceptable in lieu of formal wait-time tracking?

A14: Yes, the contractor must track the time of notification and arrival time. The time difference between the notification time and the arrival time to the testing site must be tracked (may be required to be submitted to the DOT).

Q15: The RFP also references financial penalties:

“A penalty fee consisting of the employee’s hourly rate may apply for excessive wait times.”

Will SEPTA remove financial penalties tied to employee wages for clinic wait times, particularly where delays may be outside the Contractor’s control?

A15: Yes.

Q16: Can the following requirement be revised or struck?:

“Collectors shall not be assigned to SEPTA’s account until the facility’s project manager has provided SEPTA’s DER with proof of proficiency training.”

Collectors are already required under applicable state and federal regulations to:

- a. Maintain proper licensure and certifications
  - b. Ensure staff are trained and qualified for their assigned duties
  - c. Maintain training records internally and produce them upon audit or regulatory request
- Requiring client-specific pre-approval of individual personnel training is duplicative of existing regulatory oversight and operationally burdensome.

A16: No, it needs to stay as it’s written. All collectors are required to have required documents on file.

Q17: Regarding “Additionally, Contractor shall be held financially responsible for any time claims (lost work time) to SEPTA from employees whose test results were delayed because of clinic error.”

Will SEPTA remove requirement for Contractor’s financial responsibility for lost work time, as delays may be caused by factors outside the Contractor’s control (laboratory processing, MRO review, employee availability, courier services, system access, etc.) As written, this provision creates unlimited and disproportionate financial exposure.

Will SEPTA consider alternative language with a service level-based approach:

- a. Performance governed by mutually agreed upon SLAs
- b. Collaborative remediation prior to any penalties

A17: Accepted.

Q18a: The RFP references Biohazard waste. Please clarify: Where is biohazard waste currently generated?

A18a: Throughout the Authority.

Q18b: Regarding the following “Phase 3 – Comprehensive Oversight and Absorption of Currently Outsourced Medical Services. Upon successful implementation of Phases 1 & 2, SEPTA may elect to award a contract extension to encompass full oversight and eventual absorption of all currently outsourced medical services, including: Biohazard Waste.” To ensure we can provide accurate firm fixed pricing in our proposal, could you please provide any additional information regarding the anticipated volume of biohazard waste generated (e.g., approximate quantities, frequency of disposal, number of locations, etc.)? This will help us structure our response appropriately.

A18b: That information is not available at this time.

Q18c: What is the current volume of biohazard waste generated?

A18c: Volume varies per location/per incident. Biohazard waste is currently picked up monthly from SEPTA Medical only. Other locations pick up times vary. Further specifics on volume are not available at this time.

Q19: What is the current onsite staffing model, scope of services, and volume being performed?

A19: Onsite services currently include:

- All physical exams, review of prescriber’s reports
- Review of red flag conditions/reports
- Required coordination with Recruitment
- Required coordination with Absence Management/their vendors

- ADA consultations
- Labor Relations/Union discussions
- RTW clearances
- Risk Management consultations
- D&A testing
- Pre-employment PPD testing for Police Officers
- Lab draws for medical surveillance programs
- Medical re-qualifications and disqualifications (aside from those handed by Risk Management) and coordination with the Vocational Rehab team
- Review of Medical Directives
- Management of medical monitoring/surveillance programs
- Evaluation of medical monitoring and medical surveillance program screening results, ensuring appropriate clinical determinations
- Management of the Employee Assistance Program (EAP)
- Curating and management of all Health and Wellness programming
- FTA/FRA/PennDOT and other required regulatory work
- Participation in routine, scheduled management meetings
- Routine coordination & meetings with SEPTA's Communications Team to promote education on/awareness of health & wellness initiatives & events
- Other duties including, but not limited to:
  - Development of certain protocols/practices for the Medical Department
  - Development of the medical aspect of SEPTA's PTASP
  - Ordering of supplies
  - Working with the HRIS team and Labor on review of/changing code codes to different safety-sensitive classifications
  - Supporting other departments' initiatives
  - Other duties, as assigned
  - Metrics collection for various programs

Q20: Is SEPTA's intention to keep services onsite, or transition all employees offsite?

A20: Onsite services only. There is a massive amount of intricate, complex, interdepartmental work that needs to be completed with no centralized location to view details that are required to perform the work safely and/or within regulatory requirements. Keeping services onsite will be essential in maintaining safety and regulatory compliance, as well as minimizing operational/service interruptions. Transitioning services offsite to employees who are not familiar with SEPTA presents countless safety and liability risks. This work needs to be performed by employees who are fully immersed in SEPTA's workflows and who fully understand the dynamics involved.

Q21: What equipment and supplies will be retained in the onsite clinic?

A21: This information is not available.

Q22: What types of psychological evaluations are required for fitness-for-duty exams, law enforcement physicals and other?

A22: Psychological and mental health evaluations are required as part of numerous types of fitness-for-duty exams, including return-to-work clearances, pre-employment clearances, “red flag” notices, and others (as listed in the RFP). These evaluations may include things such as notes/clearance from treating providers, Residual Mental Capacity Forms, and other details, as deemed necessary. Please note: There is a separate psychological evaluation performed through the Philadelphia Police Department on Police candidates that is not performed by or relayed to SEPTA Medical.

Q23: Which job classifications require fit-for-duty exams?

A23: FTA Safety-Sensitive, FRA Safety-Sensitive/Mech, SEPTA – Other Safety Sensitive. Additionally, select non-safety-sensitive roles (ex: maintenance custodians) undergo a fitness-for-duty exam prior to employment. Non-safety-sensitive roles may also be subject to fitness-for-duty exams secondary to certain health conditions or incidents.

Q24: What is the current process and annual volume for “Medical case review and disability assessments and Support for Family and Medical Leave Act (FMLA) and ADA evaluations.”

A24: The processes vary depending on details of each case. Medical is contacted, as needed, for consultation on ADA cases. The SEPTA Medical Director is responsible for reviewing each response to the Medical Directives (once FMLA expires or is denied) and advising whether the employee is cleared or what additional detail is required. Members of SEPTA Medical (Medical Director, OCHS, RNs, D&A Program Manager) may be required to participate in development of standard practices related to the vendors involved with ADA and FMLA. Annual Volume for ADA Cases: Approximately 100 cases. Directive Review: Approximately 1000 cases.

Q25: Regarding “Claims and exposure management (hazmat, bloodborne pathogens, etc.)” Is this referring to workers’ compensation claims management, and is SEPTA expecting the vendor to manage these claims?

A25: No, it needs to stay as it’s written. All collectors are required to have required documents on file.

Q26: Please provide exam protocols for each exam package (Pre-Employment, Periodic/Biennial, exit etc.)

A26: Please see the attached New-Hire Physical Exam Form at the end of this document. Pre-employment exams are performed as detailed as above. Periodic Regional Rail exams are completed every three years for employees subject to this requirement.

Q27: Please provide average annual volume estimates for a breakdown of pre-employment, periodic exams, exit exams per job classification.

A27: There is a total of approximately 2,000 exams done per year between new-hires, transfers, re-qualifications, reinstatements, priority recall, and regional rail (RR periodic exams do not require physical by a provider, but many of the same screenings are required as other exams). Further breakdowns are not available at this time. We do not yet perform exit exams.

Q28: Please provide average annual volume estimates for drug and alcohol testing (DOT, non-DOT, random, post-accident, reasonable suspicion).

A28: 6,826 D&A tests were performed in 2025.

Q29: Please provide average annual volume estimates for return-to-work evaluations.

A29: Approximately 1,500.

Q30: Please provide average annual volume estimates for vaccinations (types and volumes).

A30: Approximately 250 per year performed by vendors - Flu, COVID-19, Shingrix, Tdap  
Approximately 25 on site- Hepatitis B.

Q31: Please provide average annual volume estimates for ongoing occupational health and wellness screenings.

A31: On-site mammography: Approximately 20

- On-site PSA testing: Approximately 50
- Biometric Testing: Approximately 600
- Vaccines: 250

Q32a: Are occupational medical services currently outsourced or managed in-house?

A32a: It's a combination of both outsourced and in-house.

Outsourced: EAP, vaccinations at health fairs, FIT testing, respiratory testing (for surveillance – not preemployment), asbestos screenings (xrays), audiometric testing for surveillance programs (not preemployment), MRO services, Advant Edge, health and wellness coaching, dietician services, clinical lab, instrumentation (ex: hearing booths, intoximeters, etc.)

In-house: See response to Question #20.

Q32b: If outsourced, which services and vendors are currently under contract?

A32b: EAP, Xrays, FIT testing/PFTs, hearing conservation, health/wellness coaching, MRO services, biohazard waste, Labcorp (clinical lab) and instrumentation associates. Please note that some of SEPTA's programs require partial vendor services, such as: hearing conservation, PFT's (does not include FIT) and wellness coaching (vendor limited to six locations).

Q32c: If in-house, please describe current workflows.

A32c: We have scheduled services (ex: scheduled new-hire exams) and non-scheduled services (ex: cause testing, red flag reporting/review, RTW clearances, etc.). Workflow varies day-to-day. All of our work is based on DOT/FMCSA and OSHA regulations and guidelines. Most workflows do not have currently-documented SOPs, as they are often managed on a case-by-case basis. The workflows are dependent upon a number of factors, including job code, union contracts, etc.

Q33: Which aspects of the existing workflow is SEPTA seeking to replicate?

A33: SEPTA is open to consider adjusting any and all workflows.

Q34: What is SEPTA's current ERP system? Is SEPTA planning to evaluate other ERP systems during the initial contracting period?

A34: SEPTA's current ERP system is the Legacy Mainframe. Yes, SEPTA is planning to evaluate other ERP systems.

Q35: For our clinic network match, please provide all zip codes where offsite exams/testing will be required. Clinic network match: For any exams or testing not performed onsite at the SEPTA Medical Department or by our onsite providers (should SEPTA elect to utilize our-employed clinicians onsite in subsequent phases), we would leverage our established occupational health clinic network for offsite services and are prepared to offer pricing for all exams and testing noted within the RFP. In order to pre-identify and confirm appropriate clinic locations, and to provide SEPTA with clear visibility into coverage across the Greater Philadelphia area and surrounding

regions as well as a firm fixed price, a list of applicable zip codes would be helpful for conducting an accurate clinic network match. If specific zip codes are not available, we will assume a 0–20/30-mile radius from SEPTA headquarters and random zip code selections from the pre-identified counties noted in the RFP when outlining proposed clinic coverage in our response.

A35: Exams/testing will be subject to being performed within any zip code in the five-county SEPTA service area in locations that are accessible to SEPTA modes of transportation.

Q36a: What technology platforms or reporting tools are currently used by SEPTA? Any technology platforms or reporting tools currently used by SEPTA Medical directly (e.g. databases, Excel, Document repositories, etc.), as well as any technology platforms or reporting tools that SEPTA Medical may currently interface with or anticipates interfacing with using their new system (e.g. business intelligence software, HR system, environmental health and safety system, etc.). Please detail the platform / technology and how it is used today or for future use.

A36a: The current technology platforms and reporting tools are utilized by the vendors. SEPTA Medical receives the reported metrics and analytics related to utilization from the vendors. We enter these metrics on an Excel spreadsheet for recordkeeping. The technology platforms and tools are wholly owned, operated, and utilized by the vendor.

Q36b: Will they remain in place?

A36b: Phase 1 of this RFP is to obtain an electronic health record, so our practices are subject to change.

Q36c: Will API integrations or data migration be required as part of any phase of this project?

A36c: Yes.

Q37a: How many onsite/dedicated clinicians are employed by SEPTA?

A37a: Currently, there are three (plus two part-time contracted providers – one NP and one physician). However, we are budgeted for five (these roles are currently being filled).

Q37b: How many onsite/dedicated clinicians are contracted?

A37b: There are two contracted clinicians.

Q37c: What are their roles, schedules and scope of work?

A37c: Medical Director/Physician (in the process of being filled)

- Occupational Health Clinical Specialist (Nurse Practitioners or Physician Assistant; we will have **two**. One of these roles is in the process of being filled).
- Occupational Health Nurses (Registered Nurses – **two**)
- See the [Job Posting for Medical Director](#), at the end of this document.

General schedule for routine clinician coverage is Monday-Friday, approximately 6am-4:30pm. Please note: SEPTA Medical is a 24/7 operation with the expectation of being on-call for urgent situations.

Q38: In Phase 3, the RFP states: “In a timeframe TBD, SEPTA will be able to assess and determine if contract will continue with the current vendor or if the RFP contract awardee will take service in-house...”

Please provide the criteria that will be used to make this determination.

A38: SEPTA is unable to provide specific criteria at this time, however, it can be expected that evaluation will be largely based on cost and service continuation.

Q39: Regarding: “In the event that specific functions are eliminated as part of the outsourcing initiative, the vendor must support a transition approach that includes the potential absorption of in-house staff, as needed...”

Please consider adding the following language for clarification:

“Any absorption of in-house staff shall be subject to mutual written agreement, including role definition, qualifications, compensation structure, cost impact, and transition timing. The Contractor reserves the right to approve or decline individual candidates and to require a contract amendment or change order prior to absorption.”

A39: Denied.

Q40a: The RFP references this requirement: “Health/Wellness Coaching, Wellness Resources, Dietician Services”. Can you provide additional detail in order to accurately scope and price the work? Please clarify the specific services and deliverables expected, anticipated volumes, staffing and credential requirements, service locations, systems and reporting expectations.

A40a: We have a dedicated Wellness Coach on-site at six(6) SEPTA locations who offer health and wellbeing support to our employees. There are two(2) vendors who offer dietician services here at SEPTA. One (1) is on-site (in person) and one (1) offers virtual services. There will be an expectation of reports periodically that reflect utilization/metrics.

Q40b: Please clarify the objective of this requirement and what successful delivery looks like.

A40b: One objective of this requirement is to help reduce high-claim costs related to obesity and conditions that may be related to obesity (Ex: HTN, diabetes, cardiovascular disease). Another objective is to improve overall health of the employee population. Successful delivery can be reflected in high utilization of health/wellness services, lower overall costs associated with health conditions, increased productivity, decreased sick time, etc.

Q40c: Will these programs be mandatory or optional, and does it apply to all employee groups?

A40c: They are optional. They apply to all active SEPTA employees and their dependents.

Q40d: What specific services, tasks or deliverables are expected under this requirement?

A40d: Wellness coaching and dietician services. Deliverables expected will be utilization reports (periodic/quarterly metrics).

Q40e: Are there defined protocols, policies, or standards that must be followed?

A40e: All outside wellness coaches and dieticians must follow all of SEPTA’s policies and procedures.

Q40f: Will SEPTA provide existing documentation (forms, workflows) or is the vendor expected to develop them?

A40f: The vendor must develop their own forms.

Q40g: What is the anticipated annual volume associated with this requirement? Health & Wellness Scope of Services, specifically:

“Health/Wellness Coaching, Wellness Resources, Dietician Services.”

To accurately scope and provide firm fixed pricing for this requirement, we respectfully request additional detail regarding the expected services and deliverables. Specifically, clarification on

the anticipated annual volume, frequency (weekly, monthly, quarterly, or annual), staffing and credential requirements, service delivery format (onsite, virtual, group vs. individual), and reporting expectations would be helpful.

For example, the scope could range from periodic wellness presentations or quarterly educational sessions to annual biometric screenings conducted during onsite wellness events. Alternatively, the anticipated volume may require more consistent support, such as a dedicated wellness coach or dietician. Understanding the expected level of service will allow us to structure pricing appropriately and ensure alignment with SEPTA's objectives.

A40g: The wellness initiatives and programs are open to all eligible employees within the Authority, approximately 9900 in total.

Q40h: Is the service event-driven, scheduled or ongoing?

A40h: All three (3). Some services are scheduled, some are related to health/wellness events, some are ongoing weekly.

Q40i: Is the vendor expected to provide onsite staff, offsite support or both?

A40i: Both.

Q40j: What credentials for qualifications are required?

A40j: The Health Coach must have an NBHWC certification. The Dietician must have RDN or RD, but SEPTA prefers RDN (must be certified in an ACEND-accredited program) and have at least a PA State License. Additional state licenses may be required for Dieticians involved with helping out-of-state employees.

Q40k: Are these services currently performed by in-house staff or another vendor?

A40k: These two services are performed by vendors.

Q40l: Where will the services be performed (onsite, offsite, hybrid)?

A40l: Wellness Coaching is currently offered on-site, but we're open to additional forms of service. Dietician services are currently offered on-site and virtually. We prefer to have the option of on site for both, as this helps build rapport.

Q40m: Will SEPTA provide space, equipment, or supplies, or is the vendor expected to furnish these?

A40m: SEPTA will supply space; however, the vendor is responsible for equipment and supplies required to perform work.

Q40n: What systems or platforms will be used (EMR, ERP, reporting tools)?

A40n: This depends on Phase 1 of this RFP.

Q40o: Are interfaces, remote access, or data integration required?

A40o: Yes.

Q40p: What reporting outputs are expected, and at what frequency?

A40p: Periodic utilization reports, at least quarterly.

Q40q: How will performance be measured?

A40q: By utilization metrics and goal-focused client outcome numbers.

Q40r: Should this requirement be included in base pricing or priced separately?

A40r: Reporting is required and should be included in the base pricing.

Q40s: Are there service-level expectations tied to this scope? To ensure alignment, we are seeking clarification as to whether there are defined service-level expectations (SLAs) associated with the “Health/Wellness Coaching, Wellness Resources, and Dietician Services” scope. Specifically, are there established performance metrics such as participation targets, engagement thresholds, response time requirements, reporting standards, or outcome-based measures tied to these services? Understanding whether this requirement is intended as a general wellness resource offering or as a structured program with measurable deliverables will allow us to appropriately scope the services and structure pricing accordingly.

A40s: There are not specific SLAs associated with the health and wellness coaching. These services are consistently analyzed.

Q41: Since the implementation appears to be firm fixed price, is SEPTA amenable to vendors suggesting milestone payments for EMR implementation?

A41: Yes.

Q42: How many sites/clinics is SEPTA seeking to deploy the EMR to?

A42: One (1).

Q43: The RFP indicates that there are paper records that need to be scanned. What is the quantity of paper-based records SEPTA requires in the EMR?

A43: Approximately 30,000.

Q44: Beyond paper medical record files, are there any electronic document repositories housing digital medical record files (e.g. PDF or JPEG) that need to be migrated into the new EMR system? If so, what is the technology platform(s) the documents reside in?

A44: Yes. There is an Access-based system running on a Citrix server that contains information that will need to be migrated. Additionally, information from the Labcorp system, Cognito Forms, Traq, and digital x-rays (CDs) will need to be migrated.

Q45: The RFP indicates that SEPTA currently has Excel spreadsheets that contain occupational health related data. What types of data are maintained in the Excel spreadsheets and how many rows of data are in each spreadsheet?

A45: We have several different medical monitoring and surveillance program information maintained on Excel spreadsheets. Each spreadsheet may contain up to 1000 rows – expected to increase overtime, as more red-flag conditions are reported.

Q46: There is mention that occupational health data may also reside in other in-house custom-built electronic systems. Among those systems is there any data that needs to be migrated out of the legacy system(s) and into the new EMR? If so, what technology platform is the system(s) built on, what type(s) of data do they hold, and what is the size of each respective data set?

A46: The data resides in Excel and will need to be transferred to the new projected system. The vendor will need to deal with PII and PHI data types.

Q47: Does SEPTA require integration with Pennsylvania’s state immunization registry?

A47: Historically, we have not. However, there may be the potential for this to be a requirement.

Q48: What SSO/multifactor authentication protocol(s) does SEPTA support?

A48: OIDC, OAuth 2.0, and SAML.

Q49: Since SEPTA has interest in an interface with its HR system to facilitate chart creation and the maintenance of demographic data in the EMR, what is the software platform that is currently used, or will be used?

A49: Success Factors.

Q50: Does SEPTA have an interest in a workers' comp carrier interface for bidirectional exchange of case information and disposition?

A50: SEPTA is open for any solution.

Q51: Does SEPTA have any interest in medical device interface(s) to transit results electronically into the EMR? If so, which equipment types, who are the manufacturers, and what are the models?

A51: Yes. See equipment below:

- Easy One Plus Spirometer
- GE Mac 5 EKG machine
- Smart tone Audiometer
- ETS-Lindgreen Acoustics system hearing booth
- Titmus V4 vision machine

Q52: Can SEPTA provide additional information regarding their medical surveillance/exam program, injury/illness care, wellness services and mental health services? Specifically, what programs do they support, approximately how many workflows does SEPTA currently utilize and how many forms are used and related scoping information.

A52: Currently, we are in collaboration with SEPTA's System Safety. Our medical surveillance programs include asbestos monitoring (in accordance with OSHA's 1910 and 1926 guidelines), hearing conservation, heavy metals (lead, ZPP, zinc, chromium, nickel), respiratory FIT (vendor service at the moment – however, we do provide PFTs on selected job numbers during new-hire exams), administration of Hepatitis B vaccinations in accordance with SEPTA's biohazard training program.

Injury/illness treatment is not performed by SEPTA Medical.

Wellness services/initiatives include, but are not limited to:

- National Wear Red (Cardiovascular Disease Awareness Event for Women)
- Strollin' Through the Colon (Colon Cancer Awareness Event)
- Ovarian Cancer Resource Awareness Event
- Cancer Screening Events: On-site cancer screenings (Breast, Prostate, and Skin & Neck)
- Save Your Vision Event: An on-site vision screening event providing employees with the opportunity to select corrective eyewear, if clinically indicated.
- Move More Campaign: Encourages employees to achieve 150 minutes of weekly moderate-intensity exercise.
- Get To Know Your PCP Campaign: Promotes annual wellness visits.
- Hydration Campaign: Encouraging the workforce to drink at least 64 ounces of water daily.
- Know Your Numbers: Campaign to encourage employees to know their numbers:

- Blood Pressure
- Cholesterol
- Body Mass Index (BMI)
- A1c
- EAP Check-In Campaign: Encourages proactive behavioral health resource usage
- Annual Blood Drive

EAP counseling is offered to all employees and their dependents (those on insurance plan). There is not a specific number of workflows or forms available at this time. Our practices are based on DOT/FMCSA, FRA, and OSHA guidelines and regulations.

Q53: Can SEPTA provide a sample workflow for an exam, or other more complicated service delivery activity? This would help vendors understand how current systems are and their incorporation into workflow processes in the current state.

A53: There is not a specific process map available. Please see response to A29. All of the responsibilities are complex and dependent on a number of things, including, but not limited to:

- Union contracts (17 different ones)
- Often outdated and/or inaccurate job descriptions
- No comprehensive list of job descriptions or duties
- No comprehensive list of which jobs require a CDL or other specific requirements
  - Require institutional knowledge from someone fully immersed in the company to ensure the risks of a safety or regulatory issue are minimal
- Job safety-sensitive designations that are often not clear and depend on many specifics of certain jobs (ex: location, etc.).
- Having to adapt to processes that are frequently changed by other departments (ex: new vendors, etc.)

Q54: SEPTA requires a behavioral health capability for psychological fitness for duty evaluations and EAP. Are there other behavioral health needs that the EMR needs to support?

A54: Yes. Residual Mental Capacities Form and SEPTA's medical exam form. Additionally, we need to be able to receive and review other documentation from employees' treating providers.

Q55: Since SEPTA requires Dot examinations, is there interest in integration with FMCSA to transmit results electronically to DOT?

A55: Optional – The transmission of exams results from SEPTA is not required at this time; however, this may be subject to change due to potential changes in regulatory requirements. We would suggest that it is built in as an option in case this becomes a requirement.

Q56: Is SEPTA interested in vendors including/describing additional functionality available through/included in an enterprise license that was not described as part of the scope? For example, telehealth, applicant portal, inventory management (medications, vaccines, consumables, etc.)

A56: Yes, the vendor may provide additional functionality separate from the scope.

Q57: With the expectation of an EMR go-live approximately six months following contract execution,

can SEPTA specify what functionalities/data/interfaces they expect by that time? Is it the entire system, or are there capabilities that can be launched according to the described four phase approach?

A57: This is entirely dependent on what phases SEPTA plans to execute. There cannot be any period of time where our medical requirements are unable to be fulfilled or are delayed due to any changes that are a result of this scope.

Q58: For training, since the program needs to digitize many active medical records, is there interest in an earlier training for staff responsible for scanning documentation into the system on how to use the module once the base system is deployed? This training would be in addition to the training described on the fully configured system per the RFP scope.

A58: SEPTA is requesting pricing for vendors to handle digitizing of records (3. Scope of Work and Requirements, A Phase 1).

Q59: How many employee records does SEPTA anticipate having in the system at go-live?

A59: At least all active. As of now, there are approximately 9,500 active employee records.

Q60: How many technical-focused users does SEPTA anticipate using the EMR system (e.g. clinicians, clinic administrators, schedulers, safety staff, IT support, business analysts, report writers, etc.)?

A60: Approximately 15.

Q61: For ongoing configuration support of the system (e.g. managing role-based permissions or updating SEPTA specific forms), are SEPTA employees going to assume day-to-day care of system upkeep, or is it SEPTA's expectation that the vendor manages all aspects of maintaining the system?

A61: SEPTA will manage the RBAC.

Q62: In the "Other Requirements" section of Phase 1, SEPTA indicates that absorption of current staff may be required to support continuity of operations. Is it an expectation that the vendor takes on current SEPTA IT or other system support staff as contracted employees?

A62: No IT or support staff, just medical staff.

Q63: In the Phase 1 eligibility requirements, SEPTA states they require a commercial software provider to provide the solution, yet the section simultaneously indicates that SEPTA requires ownership of the source code and integrations upon completion of the contract or at the time of termination. This conflicts with the generally accepted terms and conditions of accessing commercial software as a service, which requires ongoing licensing to maintain access to the vendor's intellectual property. Is SEPTA amenable to removing all ownership references to vendor source code and integrations? If no, can the RFP be amended to remove such language wherever it is references in the RFP document? Please note that SEPTA specific data (e.g. employee records and forms) would remain the sole property of SEPTA.

A63: Commercial software/SaaS is required to be ported to any Cloud provider by SEPTA. SEPTA is looking for the configuration of the commercial product & employee records to be the sole source of SEPTA. No custom software should be installed.

Q64: For monitoring, audit logging, and reporting, SEPTA requires "near-real-time API-level security event feeds". What is the monitoring software used by SEPTA that a vendor would need to integrate with for an API feed?

A64: SEPTA does not disclose security products. Standard monitoring/logging tools are employed by SEPTA to ensure all access/event logging is centralized and monitored by SEPTA.

Q65: Is it SEPTA's intent for the contractor to offer both clinics and drug testing services in each of the 5 counties?

A65: Yes.

Q66: Does Septa intend for the contractor to staff the Septa HQ Health Clinic in Center City with the two physicians identified in Phase 3? If so, would their oversight responsibilities include becoming familiar with additional services that may eventually be absorbed by the contractor, and upon absorption, would one physician assume the role of Medical Director?

A66: No, the contractor may use their own sites.

Q67: Does SEPTA have a preferred pricing structure? FFP, T&M or CP?

A67: Fixed Firm Price.

Q68: 12. All Information and Findings to Remain Confidential

Contractor/Consultant agrees that all information relating to research investigations (patentable or unpatentable), specifications and other evaluations, drawings, tracings, plans, and other data which have been obtained by Contractor/Consultant from SEPTA ~~or are evolved or developed by Contractor/Consultant (or by others under his direction or supervision)~~ in connection with the performance of the Contract or the efforts in conjunction with employees of SEPTA shall be deemed to be confidential information belonging solely to SEPTA. Further, during the term of the Contract and thereafter for a minimum period of three (3) years after the services, Contractor/Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor/Consultant's supervision or direction) except to the extent necessary to perform services under the Contract, unless Contractor/Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor/Consultant prior to the Contract or was independently and properly obtained or developed by Contractor/Consultant apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available. Contractor/Consultant, using employment contracts and other legally acceptable methods, shall ensure that during the term of the Contract and for three (3) years after the services, none of its employees or former employees accept any employment or assignment which uses any of the information developed in connection with this Project.

A68: SEPTA rejects striking, "or are evolved or developed by Contractor/Consultant (or by others under his direction or supervision). The addition of "belonging solely to SEPTA" language was already in the contract.

Q69: 13. Data to Become Property of SEPTA

To the extent explicitly specified in an applicable Scope of Work as work made for hire, all data, notes and other works developed in the performance of the Contract shall become the sole property of SEPTA and may be used on any other Project without additional compensation to Contractor/Consultant. Contractor/Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws if such works are specified as work made for hire in a Scope of Work. Contractor/Consultant, for a period of three

years after completion of the Project, agrees to furnish all retained works on the request of SEPTA's Project Representative, provided that SEPTA has agreed to abide by such confidentiality restrictions as may be reasonably necessary to protect the confidential information of Contractor/Consultant. Unless otherwise provided in the Contract, Contractor/Consultant shall have the right to retain copies of all works beyond such period.

A69: Rejected.

Q70: Add the following language: 16. Medical and Service Standards

Contractor/Consultant shall provide services that conform to accepted medical standards.

A70: Rejected.

Q71: Add the following language: 17. Medical Records and Data

Contractor/Consultant will create and maintain Contractor/Consultant Medical Records for encounters with SEPTA employees in SEPTA's EMR System, and as more fully set forth in Exhibit "B", Medical Records and Data Management.

A71: Rejected.

Q72: Add the following language: 18. Data Services and Record Retention

a. Maintaining/Storage of Files

(1) Contractor/Consultant Medical Records. Contractor/Consultant shall maintain Contractor/Consultant Medical Records created by Contractor/Consultant or its Third Party Providers in the SEPTA EMR System, and in the manner and for the time required by applicable state and federal law.

(2) Independent Healthcare Service Clinics and Practitioners Medical Records. Contractor/Consultant shall maintain and store files, including x-ray films, in the SEPTA EMR System. Upon termination of this Agreement, Contractor/Consultant will transfer full operational control of the SEPTA EMR System, including all records in the EMR System to SEPTA within two (2) weeks of the Term, or such other reasonable period agreed to by the Parties.

b. Where data records or information are unforeseeably and unavoidably lost, damaged or corrupted while in the custody of Contractor/Consultant by reason of force majeure, Contractor/Consultant's liability shall be limited to only the reproduction of records based upon the information as available from SEPTA and/or the Data Provider (as defined in Exhibit B).

A72: Rejected.

Q73: 16. Subcontracting

(1) Subcontracting Restricted Beyond those subcontractors/subconsultants proposed by the Contractor/Consultant and made part of the Contract, Contractor/Consultant shall not subcontract any portion of the services which are the subject of the Contract without the prior written consent of SEPTA. Contractor/Consultant agrees to be fully liable and responsible for the acts and omissions of subcontractors and subconsultants just as Contractor/Consultant is for the acts and omissions of persons employed by Contractor/Consultant.

(2) Contractor/Consultant employs duly licensed and qualified physicians and healthcare professions, and engages third-party contractors, who, among other things, offer services via telemedicine and telehealth technologies (collectively, the “Providers”). The services offered by the Contractor/Consultant’s Providers comply with all applicable federal, state, and local laws and regulations. The Parties agree and understand that Contractor/Consultant also utilizes a nationwide clinic network (herein referred to as “Independent Healthcare Service Clinics and Practitioners”) that are not employed by Contractor/Consultant and/or Contractor/Consultant’s Providers and that Contractor/Consultant assumes no liability for the care rendered by the Independent Healthcare Service Clinics and Practitioners.

A73: Rejected.

Q74: 19. Infringement of Patents, Trademarks and Copyrights

Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers and indemnities from liability of ~~any kind and will pay all costs and expenses, for or on account of or existing from any infringement or violation or alleged violation of any patent, trademark and/or copyright or any right of any person, firm or corporation resulting from any gross act, omission or negligence or intentional misconduct~~ on the part of Contractor/Consultant in performance of the Contract.

A74: Untracked changes were submitted to SEPTA. This section must revert back to the original language of: “Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers and indemnities from liability of any kind and will pay all costs and expenses, including consequential damages, for or on account of or existing from any infringement or violation or alleged violation of any patent, trademark and/or copyright or any right of any person, firm or corporation resulting from any act, omission or negligence on the part of Contractor/Consultant in performance of the Contract.”

Q75: Termination for Convenience

~~After~~ Subject to any termination clauses in a Scope of Work, after the first year of the initial term of the Contract, either party SEPTA shall have the right to terminate the Contract for convenience, in whole or in part, at any time by providing 90 days advance written notice to the other party-Contractor/Consultant. The Contractor/Consultant shall be paid all reasonable costs as determined in accordance with 48 CFR Subpart 31.2, that specifies the special treatment of certain costs under Subpart 31.2, Section 31.205-42, “Termination Costs.”

A75: Rejected.

Q76: Indemnification

In addition to all other obligations of indemnification specified herein, ~~each party respectively Contractor/Consultant~~ agrees to release and be liable for and to defend, indemnify and save harmless ~~the other party SEPTA,~~ its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project ~~(including, with respect to SEPTA, the Pennsylvania Department of Transportation and the City of Philadelphia (hereinafter collectively referred to as “SEPTA”)),~~ from and against any and all loss, cost, damage, liability and expense, including counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or

nature whatsoever, including negligence, arising out of the indemnifying party's gross negligence or intentional misconduct performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

Contractor/Consultant also agrees for itself and on behalf of its agents, servants, subconsultants/subcontractors, materialmen, and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever ~~arising out of the gross negligence or intentional misconduct of Contractor/Consultant's~~ regarding subconsultants/subcontractors and materialmen and agrees to assume the defense of SEPTA to any such suit at its cost and expense. The Contractor/Consultant further assumes the risk of loss and damage to materials, machinery, and equipment while under the exclusive to be always incorporated in the Work prior to delivery to the Project site or while in the possession or under the control of the Contractor/Consultant.

Contractor/Consultant, for itself and its employees, Board members, officers, agents, servants, workers, contractors/consultants, actors subconsultants/subcontractors, actors, licensees and invitees, or any other person working on Contractor/Consultant's behalf, hereby agrees to defend, indemnify and hold harmless SEPTA only to the extent caused by the negligent acts or omissions of Contractor/Consultant or its employees, agents, or subcontractors, and only to the extent permitted by Pennsylvania law only to the extent caused by the negligent acts or omissions of Contractor/Consultant or its employees, agents, or subcontractors, and only to the extent permitted by Pennsylvania law for any claims made by an employee, Board member, officer, agent, workman or servant of the Contractor/Consultant's or any other person working on Contractor/Consultant's behalf ~~against SEPTA and which arise from the gross negligence or intentional misconduct of Contractor/Consultant. Nothing in this Agreement required Contractor/~~ Notwithstanding anything to the contrary, nothing in this Contract requires Contractor/Consultant to indemnify SEPTA for SEPTA's own negligence, willful misconduct, or statutory obligations, nor does it require any waiver of protections under 77 P.S. §481(b). This indemnity indemnity is subject to, and shall not exceed, applicable limitations under the Pennsylvania Sovereign Immunity Act and other statutory indemnity restrictions.

In addition, Contractor/Consultant shall indemnify SEPTA for any fines and legal fees incurred because employees, agents, or workers supplied by Contractor/Consultant are not authorized to work in the United States.

Notwithstanding anything to the contrary in this Section ~~26-23~~, under no circumstances shall Contractor/Consultant be liable for any claims or causes of action, including indemnification, related to or arising from the negligent acts or omissions or intentional misconduct of SEPTA, its board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, and the City of Philadelphia and any and all government funding agencies.

EXCEPT FOR SEPTA'S PAYMENT OBLIGATIONS, FOR ALL EVENTS GIVING RISE TO LIABILITY HEREUNDER, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT) OR OTHERWISE, SHALL A PARTY BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOST PROFIT, OR LOST REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

Notwithstanding anything to the contrary in this Contract, except for "Breach Notification Costs (defined below), Contractor/Consultant's as well as its subcontractors', employees', officers', and directors' entire aggregate liability for all damages under this Contract and any Business Associate Agreement, Data Processing Agreement, or other agreement, whether in contract, tort, or otherwise, regardless of the basis on which SEPTA is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), whether or not foreseeable, will be limited in the aggregate for all claims and causes of actions to an amount equal to the amount that is paid, or is payable, by SEPTA to Contractor/Consultant for the services giving rise to the claim and provided under this Contract during the twelve (12) months prior to the occurrence of the first claim or cause of action. With respect to the foregoing, if such an event occurs during the first twelve (12) months after the effective date of this Agreement, liability shall be limited to an amount equal to the total charges payable to Contractor/Consultant pursuant to this Contract during such twelve (12) month period, as applicable. With respect to the foregoing, "liability" shall be liability as finally adjudicated by a court of competent jurisdiction, or as paid in a mutually agreed upon settlement.

To the extent SEPTA incurs damages caused by an unauthorized disclosure of protected health information ("PHI", as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")) caused solely and directly by Contractor/Consultant, Contractor/Consultant shall pay such reasonable and necessary costs associated with the following so long as SEPTA has not exceeded the level of records processed in the Contractor/Consultant software set forth in the SOW: (i) operating a toll-free telephone call center to handle inquires as required by applicable law; (ii) breach notification as required by applicable law, which shall be limited to electronic breach notification if permitted under applicable law; (iii) credit monitoring for those data subjects for whom notification is required by applicable law; (iv) civil fines or penalties imposed by any regulatory agency against Contractor/Consultant or SEPTA; and, (v) engaging information technology consultants to assist with any mitigation and remediation of a breach of PHI (collectively, the "Breach Notification Costs"). Notwithstanding the foregoing, SEPTA acknowledges and agrees that under no circumstances shall Contractor/Consultant be responsible for any security incident, data breach, unauthorized access, unauthorized disclosures, unauthorized use or resultant losses, damages or claims due to the actions or omissions of SEPTA, or its officers, directors, employees, contractors, or agents, or the actions or omissions of any third party. The liability restrictions set forth above shall not apply to Consultant/Contractor's payment of Breach Notification Costs.

A76: Rejected.

Q77: 27. Insurance ADDITIONAL INSUREDS REQUIRED

The Contractor shall have all commercial general liability policies designated "Additional Insureds Required" endorsed to include the following as Additional Insureds: SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY.

ADDITIONAL INSURED LANGAUGE:

SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.

SEPTA is to be listed as additional insured on ~~all applicable~~ the commercial general liability policies excluding Workers Compensation and Professional Liability policy.

~~Workers' Compensation must provide a waiver of subrogation.~~

~~Each policy shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insured.~~

~~Except for Contractor/Consultant's cyber insurance, SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificate and policies.~~

SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements and all limits as and other mandated aspects of coverage.

A77: Rejected.

Q78: 11. Information Technology System Requirements

The Contractor shall comply with the following Information Technology, data protection, interoperability, risk management, and cybersecurity requirements across all phases of this engagement. These requirements apply to all systems, workflows, facilities, subcontractors, devices, personnel, and data governed under this RFP.

1. Governance and Compliance

- a. The Contractor shall comply with:
  - i. HIPAA Security and Privacy Rules
  - ii. HITECH Act requirements
  - iii. DOT, FTA, FRA confidentiality and evidentiary obligations
  - iv. NIST SP 800-171 for Controlled Unclassified Information
- b. SEPTA's Chief Information Security Officer (CISO) shall review and approve all cybersecurity and data protection controls prior to production deployment.
- c. Contractors will provide annual third-party audits covering these control domains.

2. Cloud Architecture Requirements

- a. Cloud-based solutions only. On-premises solutions will not be accepted.
- b. Hosting must be located within the continental United States with region disclosure required.
- c. FedRAMP Moderate-equivalent or SOC 2 Type II certification required for cloud hosting.

3. Data Ownership, and Sovereignty

- a. SEPTA shall retain sole ownership of all medical records, metadata, and logs, configurations, and any custom development or integrations.
- b. Contractors will not use SEPTA data for secondary purposes, including analytics, commercialization, or AI/ML training.
- c. All PHI/PII/HIPPA data must be encrypted:
  - i. At rest using FIPS-validated AES-256
  - ii. In transit using TLS 1.2+
- d. No co-mingled or multitenant record storage where SEPTA data is accessible to other customers.
- e. Contractor must provide full unencrypted data export in standard formats at any time.
- f. A complete data migration and return plan must be provided as part of contract closeout pursuant to a Scope of Work.
- g. System must retain full evidentiary integrity by meeting chain-of-custody requirements and comply with Federal Rules of Evidence 901.

4. Identity, Access, and Authentication Controls

- a. Role-based access control (RBAC) with least privilege enforcement.
- b. Multi-factor authentication (MFA) is mandatory for user and administrative access.
- c. Privileged accounts must be controlled through PAM and monitored continuously.
- d. No shared or generic credentials permitted for any function.

5. Monitoring, Audit Logging, and Reporting

- a. Immutable audit logs must be retained a minimum of seven (7) years or longer per Federal requirements.
- b. Logs must record user access, data changes, system configuration changes, collection events, test results, and chain-of-custody verifications.
- c. Contractor must provide near-real-time API-level security event feeds to SEPTA SOC.
- d. Monitoring must include alerting for unauthorized access, failed login events, and anomalous behavior patterns.

6. Vulnerability Management and Testing

- a. Documented patch management program with required timelines:
  - i. Critical vulnerabilities: remediation within 48 hours

- ii. High vulnerabilities: remediation within 7 days
  - b. Annual independent penetration testing with remedial action reports submitted to SEPTA CISO.
  - c. Contractor will provide a Software Bill of Materials (SBOM) for all deployed components if applicable and set forth in a Scope of Work.
- 7. Business Continuity, Backups, and Disaster Recovery
  - a. Contractor shall support minimum availability  $\geq 99.9\%$ .
  - b. Disaster recovery:
    - i. Recovery Time Objective (RTO)  $\leq 24$  hours
    - ii. Recovery Point Objective (RPO)  $\leq 8$  hours
  - c. Backups must be encrypted, tested quarterly, and stored within the U.S.
  - d. Documented continuity plan must be approved by SEPTA.
- 8. Secure System Integration and Interoperability
  - a. Contractors will use modern open interoperability standards (e.g., HL7, FHIR, REST APIs, OAuth 2.0, OpenID Connect).
  - b. Encrypt all integration traffic and require mutual authentication.
- 9. Incident Detection and Breach Notification
  - a. Contractor must notify SEPTA within 60 minutes of a suspected or confirmed breach.
  - b. Contractor shall coordinate with SEPTA on incident response efforts and root cause remediation.
  - c. Contractor is responsible for breach-related costs as specified in Section 23 of the Contract.
- 10. Security Documentation Requirements
  - a. Contractor shall provide:
    - i. Current SOC 2 Type II or HITRUST certification reports
    - ii. Cybersecurity architecture and data flow diagrams
    - iii. NIST control matrix or assessment results
    - iv. Privacy Impact Assessment (PIA) and HIPAA compliance evidence
    - v. Change management procedures
    - vi. System hardening and configuration standards
- 11. Subcontractor Security Requirements
  - a. All subcontractors must meet the full requirements of this section.
  - b. Contractor is fully responsible for subcontractor non-compliance.
- 12. Summary Statement
  - a. Any solution not fully meeting the requirements of this section shall be

deemed technologically non-responsive and will not be eligible for award.

- b. To the extent described in Section 23 herein, Contractor shall be financially responsible for costs related to remediation of breach, including regulatory fines, notification, forensics, and credit monitoring.

A78: Rejected.

Q79: Adding Exhibit B Medical Records and Data

- a) Medical Records will be retained for the period required by state and federal law. Contractor/Consultant will make Contractor/Consultant Medical Records available to SEPTA, upon written request, and pursuant to appropriate authorization from the patient or as otherwise may be allowed by federal or state law.
- b) Other Services.
  - (i) Third Party Medical Records. The parties acknowledge and agree that an authorization for release of records by the SEPTA employee (or their representative) is a condition precedent to Contractor/Consultant's Services that require medical records from Third Party Providers, SEPTA employees or others. Contractor/Consultant shall have no obligation to provide Services and no liability under this Agreement if a SEPTA employee fails to provide written authorization for the release of medical records or other health information. Contractor/Consultant shall provide written notice to SEPTA in the event that an authorization is refused, subject to other objection or revoked. Upon receipt of the authorization, Contractor/Consultant and/or its Third Party Providers will gather necessary medical records, personal information and data (collectively, "Medical Records") from SEPTA employees, contractors, subcontractors, potential employees, potential contractors, or potential subcontractors (collectively "Data Providers"). Contractor/Consultant and/or its Third Party Providers will use, retain and archive the Medical Records in connection with the Services in the manner appropriate for the Services and as required by state or federal law. Unless otherwise prohibited by law, upon termination of the Agreement, Contractor/Consultant will transfer full operational control of the SEPTA EMR System, and the Medical Records stored therein, to SEPTA within two (2) weeks of the Term, or such other reasonable period agreed to by the Parties. Should the Agreement be terminated for any reason, subject to applicable law, Contractor/Consultant shall return all data stored at any site to SEPTA and agrees to destroy any duplicate or additional records and confirm their destruction according to all legal requirements for such actions.
  - (ii) Incomplete or Inaccurate Medical records. Contractor/Consultant shall not be in breach of this Agreement if Contractor/Consultant is unable to provide its Services with respect to any Data Provider or any Data Provider is unable, despite a diligent effort, to receive Third Party Provider Services because (i) such Data Provider will not consent to the release of his or her Medical Records, (ii) the Data Provider's health care providers or other agents will not timely release such Medical Records or (iii) the Medical Records released are incomplete or erroneous. Further, Contractor/Consultant will be responsible for the accurate and diligent transcription

of data from the Medical Records received from Data Providers, as prepared by Contractor/Consultant, into a data record and shall not be responsible or be liable for any claims, liabilities, or consequences arising out of or in connection with the transcription of any inaccurate or incorrect information provided to Contractor/Consultant by Data Providers.

- (iii) Verification of Third Party Test Results. Any verification of any results from Third Party Services provided by a Third Party Provider by a Contractor/Consultant physician that is based on medical records/information available, in the absence of a Contractor/Consultant patient encounter/visit, cannot be construed as a direct medical consultation with the Data Provider.
- c) Confidentiality of Medical Records and Data.
- (i) The Parties agree to treat all Medical Records as strictly confidential. Contractor/Consultant shall maintain the confidentiality of the Medical Records it receives in the course of performing Services under this Agreement.
  - (ii) Contractor/Consultant shall not use data from Medical Records for statistical analysis and/or bench marking.
  - (iii) Contractor/Consultant shall provide access to and/or copies of the Medical Records upon SEPTA's request, provided that such access shall be with the Data Provider's written consent or in accordance with applicable law. SEPTA shall cooperate with Contractor/Consultant's request for authorization and/or authority under applicable law, as may be required by Contractor/Consultant to evaluate the request for information and access.
- d) Medical Authorizations.

SEPTA must obtain from its Data Providers the consent to the disclosure of the Medical Records (following a medical examination, medical test, or vaccination) to Contractor/Consultant and that the Data Providers are aware that such Medical Records may be used or disclosed by Contractor/Consultant for employment related functions, including workers' compensation or similar programs (including case management), fitness for duty, drug screening, etc. Confirmation of this undertaking (written consent) shall be formalized in a section of the appropriate medical questionnaire. Contractor/Consultant shall cooperate with SEPTA to assist with receiving timely consents from the Data Providers, including providing consent forms to Data Providers.

A79: Rejected.

Q80: 9. Method of Payment – Comments: Payment/Invoicing is currently aligned with a service type contract under a T&M model. Recommend revising to align with the Price Proposal/BAFO similarly to the Total Contract Price Section 8 provision and have the Proposer define the method of payment (ie, by labor hour, by fixed rate, etc).

A80: Yes.

## Q81: 10. Audit and Inspection of Books and Records

Contractor/Consultant shall keep written records in reasonable detail of all services performed by it under the Contract. All non-health related written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with Contractor/Consultant's performance of services for SEPTA shall be made available during the term of the Contract and for a period of five (5) years thereafter, together with all books and other data or information, in whatever form contained, relating to Contractor/Consultant's performance under the Contract. Contractor/Consultant shall permit the audit and examination of the aforementioned material, including the making of excerpts and transcriptions, by appropriate officers or representatives of SEPTA and any governmental funding agency providing financial assistance for the Project, including the United States Department of Transportation, the Office of the Comptroller General of the United States, and the Pennsylvania Department of Transportation.

Contractor/Consultant shall require its subcontractor/subconsultants to keep written records in reasonable detail of all services performed by them for Contractor/Consultant under the Contract and to maintain all books, data, information, and records in a form that will support the invoice billed to Contractor/Consultant. Contractor/Consultant shall further require that all written records, reports, work sheets, data, and information prepared, generated, or obtained in connection with such subcontractor's/subconsultant's performance of services for Contractor/Consultant shall be made available during the term of the Contract and for a period of five (5) years thereafter to SEPTA, together with all books and other data or information, in whatever form contained, relating to such subcontractor's/subconsultant's performance for Contractor/Consultant.

A81: Denied.

## Q82: 12. All Information and Findings to Remain Confidential

Both parties acknowledge and agree that in the course of performing services hereunder, it will acquire certain information that is confidential, proprietary or is health information protected by privacy laws. Confidential and proprietary information includes all information, documents, agreements, reports, project work product, materials or data relating to the business and operations of either party or its clients that is reasonably or customarily considered to be confidential, proprietary or otherwise sensitive, including without limitation trade secrets, client lists, fee schedules and operational, strategic, or systems- related information or financial data, whether or not specifically marked confidential. It shall also include all analyses and documents, or information prepared by the Contractor/Consultant containing, or based in whole or in part on, confidential information furnished by the SEPTA or its clients. Each party agrees to maintain the confidentiality of all such information of the other under this Contract and to limit the distribution or dissemination of any such information to only those people who have a need to know such information, who shall be under confidentiality obligations at least as strict as those herein.

Health Information includes medical and other information regarding specific individuals/claimants on whose cases Contractor/Consultant is performing services. The information contained in individual/claimant files may be subject to various state, local and federal privacy laws, rules and regulations and other legal requirements. Both parties shall

comply with all such laws, rules, regulations and requirements. The Contractor/Consultant and all of its personnel shall maintain the complete confidentiality of all such information and shall take reasonable steps to protect that information and maintain that confidentiality. The Contractor/Consultant acknowledges and agrees that SEPTA's employees may be a third-party beneficiary of this paragraph with direct enforcement rights against the Contractor/Consultant in the event of a breach of these terms involving the confidential information of individuals, where provided in applicable law.

~~Contractor/Consultant agrees that all information relating to research investigations (patentable or unpatentable), specifications and other evaluations, drawings, tracings, plans, and other data which have been obtained by Contractor/Consultant from SEPTA or are evolved or developed by Contractor/Consultant (or by others under his direction or supervision) in connection with the performance of the Contract or the efforts in conjunction with employees of SEPTA shall be deemed to be confidential information belonging solely to SEPTA. Further, during the term of the Contract and thereafter for a minimum period of three (3) years after the services, Contractor/Consultant shall not use or disclose such information for any purpose (or permit its usage or disclosure by others under Contractor/Consultant's supervision or direction) except to the extent necessary to perform services under the Contract, unless Contractor/Consultant can demonstrate to the satisfaction of SEPTA that such information was actually known to Contractor/Consultant prior to the Contract or was independently and properly obtained or developed by Contractor/Consultant apart from any connection with SEPTA or its employees, directly or indirectly, without breach of any confidential relationship or was publicly available. Contractor/Consultant, using employment contracts and other legally acceptable methods, shall ensure that during the term of the Contract and for three (3) years after the services, none of its employees or former employees accept any employment or assignment which uses any of the information developed in connection with this Project.~~

A82: Denied.

Q83: 19. Infringement of Patents, Trademarks and Copyrights

Contractor/Consultant shall defend, indemnify and save harmless SEPTA, its Board Members, officers, agents, servants, workers, employees, subsidizers and indemnities from liability of any kind and will pay all costs and expenses, ~~including consequential damages~~ for or on account of or existing from any infringement or violation or alleged violation of any patent, trademark and/or copyright or any right of any person, firm or corporation resulting from any act, omission or negligence on the part of Contractor/Consultant in performance of the Contract.

A83: Denied.

Q84: 21. Termination for Convenience of SEPTA

SEPTA shall have the right to terminate the Contract, in whole or in part, ~~at any time by~~ with thirty (30) days' written notice to the Contractor/Consultant. The Contractor/Consultant shall be paid all reasonable costs as determined by SEPTA in accordance with 48 CFR Subpart 31.2, that specifies the special treatment of certain costs under Subpart 31.2, Section 31.205-42, "Termination Costs."

Such costs will include contract work performed up to the date of termination; any actual

costs associated with termination for convenience, as agreed to by SEPTA; and profit on Work performed up to the time of termination. However, the agreed amount may not exceed the Contract Sum. Furthermore, SEPTA will not pay any anticipatory profits and/or consequential damages claimed by the Contractor/Consultant because of termination of the Contract. The amount of profit paid shall be determined by the parties based on the amount of actual work completed. The Contractor/Consultant shall submit promptly its termination claim to SEPTA and SEPTA shall determine the settlement amount to be paid the Contractor/Consultant. If the Contractor/Consultant has any property in its possession belonging to SEPTA, the Contractor/Consultant shall account for same and dispose of it in the manner SEPTA directs.

A84: Accepted.

Q85: 22. Termination of Contract for Cause

If Contractor/Consultant fails to remedy to SEPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ~~ten (10)~~ thirty (30) calendar days after receipt by Contractor/Consultant of written notice from SEPTA setting forth the nature of said breach or default and/or if the Contractor/Consultant is suspended or debarred by any federal agency or by the Commonwealth of Pennsylvania, SEPTA shall have the right to terminate the Contract without any further obligation to Contractor/Consultant. Any such termination for cause shall not preclude SEPTA from pursuing all available remedies against Contractor/Consultant.

If SEPTA elects to waive its remedies for any breach by Contractor/Consultant of any covenant, term or condition of the Contract, such waiver by SEPTA shall not limit SEPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

In the event that it is ultimately determined by SEPTA that the Contractor/Consultant was not in default or that the failure to perform arose out of causes beyond the control and without fault of the Contractor/Consultant, the termination shall be treated as one of convenience and the Contractor/Consultant's sole rights and exclusive remedies shall be those set forth in Paragraph 21.

The Contractor/Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

A85: Accepted.

Q86: 23. Indemnification

Contractor/Consultant shall indemnify, defend and hold Company harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Contract (hereinafter collectively referred to as "SEPTA") from any third-party claims, demands, damages, causes of action and other losses or expenses, including court costs, discovery costs, expert witness fees and reasonable attorney's fees at all levels, including appellate, directly caused by Contractor/Consultant's (a) intentional misconduct, gross negligence, or

fraud to the extent caused by the scope of work contemplated by this Contract, and (b) a violation of applicable federal, state, local, international, or other laws or regulations, including, without limitation, a violation of HIPAA or HITECH or any privacy or security breach, during performance of this Contract. Notwithstanding the foregoing, Contractor/Consultant's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or willful misconduct of SEPTA.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THIS AGREEMENT WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHERWISE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contractor/Consultant's total liability to SEPTA for all liabilities, claims or damages arising out of or relating to this Contract, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the total value of this Contract.

~~In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as "SEPTA"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, or upon or after completion of the Project, whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.~~

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~~Contractor/Consultant also agrees for itself and on behalf of its agents, servants, subconsultants/ subcontractors, materialmen, and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever regarding subconsultants/subcontractors and materialmen and agrees to assume the defense of SEPTA to any such suit at its cost and expense. The Contractor/Consultant further assumes the risk of loss and damage to materials, machinery, and equipment to be always incorporated in the Work prior to delivery to the Project site or while in the possession or under the control of the Contractor/Consultant.~~

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~~Contractor/Consultant, for itself and its employees, Board members, officers, agents, servants, workers, contractors/consultants, subconsultants/subcontractors, licensees and~~

~~invitees, or any other person working on Contractor/Consultant's behalf, hereby releases and agrees to be liable for and to defend, indemnify and save harmless SEPTA, even if SEPTA is negligent in whole or in part, for any claims made by an employee, Board member, officer, agent, workman or servant of the Contractor/Consultant's or any other person working on Contractor/Consultant's behalf, including claims for compensation or benefits payable to any extent by or for Contractor/Consultant under any workers' or similar compensation acts or other employee benefit acts, and Contractor/Consultant expressly waives its statutory protection under §303, as amended, of The Pennsylvania Workers' Compensation Act, 77 P.S. §481 (b).~~

~~In addition, Contractor/Consultant shall indemnify SEPTA for any fines and legal fees incurred because employees, agents, or workers supplied by Contractor/Consultant are not authorized to work in the United States.~~

A86: Denied.

Q87: 24. Insurance 5. Medical Malpractice Coverage  
\$15 Million each claim and \$3 Million annual aggregate.

A87: Denied.

Q88: 24. Insurance H. Payment of SEPTA Claims

~~Contractor shall require its insurance carrier(s) to make checks in payment of SEPTA claims payable directly to SEPTA.~~

A88: Denied.

Q89: ~~38. Warranties Standard of Care~~

a. ~~a. Contractor/Consultant will perform services under this Contract with the degree of skill and diligence normally practiced by consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Contract and all implied warranties are disclaimed. Title: Contractor/Consultant covenants and warrants that good title to all the Material and/or Equipment furnished under the Contract shall vest in SEPTA immediately upon delivery and acceptance by SEPTA.~~

b. ~~General: Contractor/Consultant warrants that all Material and/or Equipment meets all requirements and standards set by the Scope of Services. All Material and/or Equipment shall be new, the best of its kind or quality, reasonably fit for its intended use as set forth in the Scope of Services, and of safe, substantial, and durable construction. Contractor/Consultant further warrants that any Material and/or Equipment, shall conform to representations and descriptions, either oral or written, made by the Contractor/Consultant and any literature, sample, or other vehicle of information supplied by Contractor/Consultant prior to the time of the proposal due date for the Contract. Contractor/Consultant further warrants that any sample provided represents a minimum standard of quality for the Material and/or Equipment furnished hereunder.~~

c. ~~Payment of Suppliers and Subcontractors: Contractor/Consultant warrants that all workers, subcontractors, and suppliers will be satisfied by Contractor/Consultant prior to Contractor/Consultant rendering any invoice to SEPTA so that, at the time SEPTA~~

~~makes payment to Contractor/Consultant, no part of the performance under the Contract shall be subject to any claim or lien.~~

- d. ~~Material and Workmanship.~~ In addition to all warranties implied by law, Contractor/Consultant expressly warrants all Material and/or Equipment against any defect in design, material or workmanship which may be discovered during the \_\_\_\_\_ term of the contract, plus at any time during the \_\_\_\_\_ month run-out phase, after the completion of the \_\_\_\_\_. Contractor/Consultant shall make any necessary repairs to and any replacements of all or parts of the Material and/or Equipment during the period set forth above, at no additional cost to SEPTA.

~~In the event that the warranty work is to be completed after the expiration of the Contract, the Contractor/Consultant hereby agrees to maintain in force and/or extend all of the insurance as originally required by the Contract when it was in force, with SEPTA and any other entity required by SEPTA named as additional insured. The Contractor/Consultant is to procure a Right of Entry Permit from Procurement & Supply Chain Management and may be required to submit proof of insurance before SEPTA will issue the permit.~~

- e. Additional Warranties.

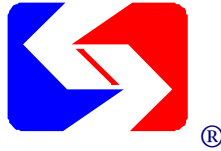
- (1) ~~If the customary standard warranties for the Material and/or Equipment exceed the period specified above, such warranties shall run to SEPTA.~~
- (2) ~~If separate or additional warranties covering the Material and/or Equipment are furnished by the manufacturer, supplier, or seller of component part or parts of any item of said Material and/or Equipment, SEPTA shall have the right, but not the duty, to benefit from these separate or additional warranties, along with the primary warranties set forth hereinabove. SEPTA shall look only to Contractor/Consultant for fulfillment of all warranty requirements expressed and implied by the making of the Contract.~~
- (3) ~~The existence of any separate or additional warranties which run to the Contractor/Consultant from the manufacturer, supplier, or installer of a component part of an item of Material and/or Equipment shall not relieve Contractor/Consultant of its obligation to repair or replace any of the Material and/or Equipment on account of faulty design, manufacture, or workmanship during the warranty period. SEPTA shall not be required to look to any other party for fulfillment of warranty provisions.~~

A89. Denied.

Attachments:

SEPTA's Drug & Alcohol Policy  
New Hire Physical Exam Form  
Job Posting for Medical Director

# SEPTA Policy



## Drug Free Workplace Policy

**Policy #: E10**

**Date: September 10, 2014**

### References

- (a) The Integrated Program of Education, Assistance and Testing for Intoxicants and Controlled Substances (SEPTA, 1988).
- (b) US Department of Transportation Regulations:
  - 49 CFR Part 40 - Procedures for Transportation Workplace Drug Testing Programs
  - 49 CFR Part 219 - Control of Alcohol and Drug Use (Federal Railroad Administration)
  - 49 CFR Part 655 - Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (Federal Transit Administration)
  - US Department of Labor:41 U.S. Code §8101 – Chapter 81 Drug Free Workplace - Anti-Drug Abuse Act of 1988
- (c) All Authority Labor Contracts and Memoranda of Agreement

### Policy Amendment

Yes:  No:

### Other Related Policies

None

### POLICY STATEMENT

This policy (1) declares the Authority as a drug-free workplace; (2) defines standards of conduct for all employees; (3) establishes a program of education on the signs and effects of drug and alcohol abuse, comprehensive employee assistance, testing for controlled substances and intoxicants; and (4) sets forth consequences of violations.

Amends D & A Policy dated June 1, 2005

# Drug Free Workplace Policy

## I. PURPOSE

In order to protect the general public and our customers as well as to promote the health, productivity, and well-being of our employees and their families, the Southeastern Pennsylvania Transportation Authority shall be a drug free workplace. This shall be accomplished through the implementation of a comprehensive and uniform program designed to recognize the Authority's mandate to safely operate one of the nation's largest multi-modal transportation systems. As a condition of employment, SEPTA requires that all employees adhere to this policy.

## II. DEFINITIONS

All definitions pertaining to this Policy are contained in the "Drug Free Workplace Program" which is available on the Intranet or by contacting the Director of the Medical Department.

## III. GUIDELINES

The Drug Free Workplace Program shall apply to all employees, and shall consist of three elements operating together: education, employee assistance, and testing.

### A. Education

The educational element shall consist of the dissemination of materials to all employees explaining the effects of drug and alcohol abuse and their impact on job performance and family life. Supervisors shall be trained, and employees shall be educated on the Authority's behavioral requirements, which shall encompass the prohibition of (1) possession, use, or having a measurable presence in the body, of unauthorized drugs or controlled substances, and/or alcohol, and (2) pre-duty use of alcohol.

### B. Assistance

The assistance element shall consist of a comprehensive Employee Assistance Program (EAP) which shall be available to all employees and their dependents. Employees who are troubled by substance abuse, or any problem of living, shall be encouraged to seek help from the EAP, which shall deal with the problem in a confidential and responsible manner.

### **C. Testing**

Testing shall be performed under this policy to deter abuse, and to ensure that employees who have currently used drugs and/or alcohol are removed from service. Therefore, all employees shall be subject to testing for cause (such as post accident, rule/signal violations, and reasonable suspicion), when transferring, and when having periodic physical examinations. Such testing shall be for unauthorized drugs, controlled substances, and alcohol.

In addition, those employees in safety-sensitive jobs (and their entire chain of supervision) shall be subject to random testing for unauthorized drugs, controlled substances, and alcohol. Employees testing positive in a random test shall be immediately removed from service. In order to return to duty, such employees shall be extended a one-time opportunity for rehabilitation and follow-up testing.

## **IV. RESPONSIBILITY**

### **A. Drug Free Workplace Program**

The Drug Free Workplace Program document shall embody definitions, guidelines, and procedures pursuant to the administration of this Policy, and shall define the consequences of infractions of this Policy.

### **B. Enforcement**

All employees shall be required to comply with the standards of conduct defined in the Drug Free Workplace Program, and supervision shall properly administer this Policy and Program.

Signature on Original Document  
Joseph M. Casey, General Manager

September 10, 2014  
Date Approved

Southeastern Pennsylvania Transportation Authority  
Medical Department

**Pre-placement Information**

**Medical Standards**

As part of the hiring process, you will be given a post-offer/pre-placement physical examination, including vision, hearing, blood pressure and other tests pertinent to your job application. If you do not meet the standards, you will be given instructions and a period of "hold" time during which you can get whatever treatment is necessary to bring you into compliance. If your treatment is successful, you can return to the Medical Department for re-evaluation before the end of your hold time. Call (215) 580-7128 to arrange your re-evaluation.

**Medication**

If you are taking a prescribed medication containing a controlled substance, you must submit a completed Prescriber's Report form with your doctor's signature. The forms are available at the Medical Department. Completed forms can be mailed, brought in, or FAX to (215) 580-3726.

**Acceptance Notification**

Information with reference to your acceptance for employment can be obtained from your recruiter. The Medical Department does not have access to that information. See the contact information below.

**Drug and Alcohol Testing**

Drug and alcohol tests are required of employees transferring to safety-sensitive jobs, and all applicants. The testing is done under federal authority (such as FTA or FRA) and/or the SEPTA Drug and Alcohol Workplace Policy, as pertinent to your job application. The testing involves a breath test for alcohol, and a urine test for controlled substances. During the test procedure, you are required to remain in the Medical Department until the testing is complete, and you are required to cooperate with all testing procedures. Failure to comply with these rules is a refusal to test. If your test result is non-negative, a Medical Review Officer (MRO) will contact you.

**Your Drug Testing History At SEPTA**

For two years, SEPTA must disclose to future prospective employers any adulteration, substitution, refusal to test, or positive test results. This disclosure is made upon request of the prospective employer and requires your written consent, and includes pre-employment tests as well as made during employment at SEPTA.

**Your Previous Drug Testing History**

If you previously failed or refused a drug or alcohol test, including pre-employment tests, you must provide proof of having successfully completed a referral, evaluation, and treatment plan administered by a qualified substance abuse professional (SAP).

**Medical Review Officer (MRO)**

If the MRO needs to speak with you in reference to your test results, the MRO will contact you to make an appointment to call or come in for an interview. You must call or come to the office at the appointed date and time. If you cannot be contacted, or you fail to keep your appointment, your application will be processed with the information available. If a referral is made, you will be given a list of SAP service providers.





**Southeastern Pennsylvania Transportation Authority  
MEDICAL DEPARTMENT  
Medical Fitness Determination**

**1. EXAMINEE'S INFORMATION** Examinee completes this section.

Examinee's Name (Last, First, Middle)	Social Security No. or Account No.	Birthdate M / D / Y	Age	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Pre-employment <input type="checkbox"/> Periodic <input type="checkbox"/> Other	Date of Exam
Address	City, State, Zip Code	Work Tel: ( ) ( ) ( )	Position / Title			
		Home Tel: ( ) ( ) ( )	Location / Dept.			

**2. HEALTH HISTORY** Examinee completes this section, but medical examiner is encouraged to discuss with examinee.

<p>Yes No</p> <p><input type="checkbox"/> Any illness or injury in last 5 years?</p> <p><input type="checkbox"/> Head/Brain injuries, disorders or illnesses</p> <p><input type="checkbox"/> Seizures, epilepsy</p> <p><input type="checkbox"/> medication _____</p> <p><input type="checkbox"/> Eye disorders or impaired vision (except corrective lenses)</p> <p><input type="checkbox"/> Ear disorders, loss of hearing or balance</p> <p><input type="checkbox"/> Heart disease or heart attack; other cardiovascular condition</p> <p><input type="checkbox"/> medication _____</p> <p><input type="checkbox"/> Heart surgery (valve replacement/bypass, angioplasty, pacemaker)</p> <p><input type="checkbox"/> High blood pressure <input type="checkbox"/> medication _____</p> <p><input type="checkbox"/> Muscular disease</p> <p><input type="checkbox"/> Shortness of breath</p>	<p>Yes No</p> <p><input type="checkbox"/> Lung disease, emphysema, asthma, chronic bronchitis</p> <p><input type="checkbox"/> Kidney disease, dialysis</p> <p><input type="checkbox"/> Liver disease</p> <p><input type="checkbox"/> Digestive problems</p> <p><input type="checkbox"/> Diabetes or elevated blood sugar controlled by:</p> <p><input type="checkbox"/> diet</p> <p><input type="checkbox"/> pills</p> <p><input type="checkbox"/> insulin</p> <p><input type="checkbox"/> Nervous or psychiatric disorders, e.g., severe depression</p> <p><input type="checkbox"/> medication _____</p> <p><input type="checkbox"/> Loss of, or altered consciousness</p> <p><input type="checkbox"/> Fainting, dizziness</p>	<p>Yes No</p> <p><input type="checkbox"/> Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring</p> <p><input type="checkbox"/> Stroke or paralysis</p> <p><input type="checkbox"/> Missing or impaired hand, arm, foot, leg, finger, toe</p> <p><input type="checkbox"/> Spinal injury or disease</p> <p><input type="checkbox"/> Chronic low back pain</p> <p><input type="checkbox"/> Regular, frequent alcohol use</p> <p><input type="checkbox"/> Narcotic or habit forming drug use</p>
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For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medications) used regularly or recently.

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I certify that the above information is complete and true. I understand that inaccurate, false or missing information may invalidate the examination.

\_\_\_\_\_ Examinee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Medical Examiner's Comments on Health History** (The medical examiner must review and discuss with the examinee any "yes" answers and potential hazards of medications, including over-the-counter medications.)

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## TESTING (Medical Examiner completes Section 3 through 7)

### 3. VISION The use of corrective lenses should be noted on the Medical Examiner's Certificate.

**INSTRUCTIONS:** When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the examinee wears corrective lenses, these should be worn while visual activity is being tested. If the examinee habitually wears contact lenses, or intends to do so while working, sufficient evidence of good tolerance and adaptation to their use must be obvious.

Numerical readings must be provided.

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/	20/	Right Eye °
Left Eye	20/	20/	Left Eye °
Both Eyes	20/	20/	°

Examinee can recognize and distinguish among traffic control signals and devices showing standard red, green and amber colors?  Yes  No

Examinee meets visual acuity requirement only when wearing:  Corrective Lenses

Monocular Vision:  Yes  No

### 4. HEARING Standard: a) Must first perceive forced whispered voice ≥ 5 ft., with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB

Check if hearing aid used for tests.  Check if hearing aid required to meet standard.

**INSTRUCTIONS:** To convert audiometric test results from ISO for 500 Hz, -14 dB from ISO for 1,000 Hz, -8.5 dB for 2,000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.

Numerical readings must be recorded.

a) Record distance from individual at which forced whispered voice can first be heard.	Right Ear	Left Ear
	Feet	Feet

b) If audiometer is used, record hearing loss in decibels. (acc. to ANSI Z24.5-1951)	Right Ear			Left Ear		
	500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
	Average:			Average:		

### 5. BLOOD PRESSURE / PULSE RATE Numerical readings must be recorded.

Blood Pressure	Systolic	Diastolic
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Pulse Rate	<input type="checkbox"/> Regular	<input type="checkbox"/> Irregular
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#### GUIDELINES FOR BLOOD PRESSURE EVALUATION



*Medical examiner should take at least 2 readings to confirm blood pressure.*

### 6. LABORATORY AND OTHER TEST FINDINGS Numerical readings must be recorded.

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem. Other testing (Describe and record)

URINE SPECIMEN	SP. GR.	PROTEIN	BLOOD	SUGAR
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# TITMUS OCCUPATIONAL RECORD FORM

A Baco USA Company

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 DEPT. \_\_\_\_\_ CLOCK NO. \_\_\_\_\_  
 AGE \_\_\_\_\_ M \_\_\_\_\_ F \_\_\_\_\_ CONTACT LENSES YES \_\_\_\_\_ NO \_\_\_\_\_  
 GLASSES YES \_\_\_\_\_ NO \_\_\_\_\_ BIFOCAL \_\_\_\_\_ TRIFOCAL \_\_\_\_\_ SPECIAL \_\_\_\_\_  
 LAST EXAM BY DOCTOR \_\_\_\_\_ CHANGE IN RX YES \_\_\_\_\_ NO \_\_\_\_\_  
 COMMENTS \_\_\_\_\_

FAR POINT (20 FT.) TESTS	1 Binoc. Vision	4 cubes			2 cubes			3 cubes								
	Target	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	2 Both Eyes	T	R	R	L	T	B	L	R	L	B	R	B	T	R	
	3 Right	T	L	T	T	B	B	L	B	R	T	R	L	B	R	
	4 Left	L	R	L	B	R	T	T	B	R	T	B	R	T	L	
	Snellen Equivalents	20 200	20 100	20 70	20 50	20 40	20 35	20 30	20 25	20 22	20 20	20 18	20 17	20 15	20 13	
	5 Stereo Depth	1	2	3	4	5	6	7	8	9	B	L	B	T	R	
	6 Color	A	B		C		D		E		F					
7 Vertical	1	2	3	4	5	6	7									
8 Lateral	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
NEAR POINT (10 IN.)	1 Binoc. Vision	4 cubes			2 cubes			3 cubes								
	Target	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	2 Both Eyes	T	R	R	L	T	B	L	R	L	B	R	B	T	R	
	3 Right	T	L	T	T	B	B	L	B	R	T	R	L	B	R	
	4 Left	L	R	L	B	R	T	T	B	R	T	B	R	T	L	
	7 Vertical	1	2	3	4	5	6	7								
	8 Lateral	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	TEST DISTANCE	INCHES	20			22			26			31		40		
	CM	50			57			66			80		100			
CORRECT TEST LENS MUST BE USED FOR THESE TESTS																
Target	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
2 Both Eyes	T	R	R	L	T	B	L	R	L	B	R	B	T	R		
3 Right	T	L	T	T	B	B	L	B	R	T	R	L	B	R		
4 Left	L	R	L	B	R	T	T	B	R	T	B	R	T	L		

Color slide #6

- (A) Y G R G
- (B) R Y R G
- (C) G Y Y R
- (D) G R G Y

Perimeter Right Temporal 85' 70' 55' Nasal 45' Total \_\_\_\_\_  
 Score Left Temporal 85' 70' 55' Nasal 45' Total \_\_\_\_\_  
 Both Eyes Total \_\_\_\_\_

Referred Yes \_\_\_\_\_ No \_\_\_\_\_

Signed \_\_\_\_\_ Enkosee Test Administrator

#36567

10R

Color - Pass \_\_\_\_\_ Fail \_\_\_\_\_

Vision - Right-20/\_\_\_\_ Left-20/\_\_\_\_ Both-20/\_\_\_\_

# HEARING QUESTIONNAIRE

NAME \_\_\_\_\_

PHONE \_\_\_\_\_

DATE of BIRTH \_\_\_\_\_

SS # / ACCOUNT # \_\_\_\_\_

**ANSWER ALL QUESTIONS TO THE BEST OF YOUR ABILITY.**

	YES	NO
Have you ever been to SEPTA Medical?	_____	_____
<b>HAVE YOU HAD ANY OF THE FOLLOWING?</b>		
Noise in the ear	_____	_____
Dizziness	_____	_____
Fullness in the ears	_____	_____
Pain in ears	_____	_____
Fluctuating hearing loss	_____	_____
Sudden or rapid hearing loss	_____	_____
Ear infections	_____	_____
A visit with an ear specialist	_____	_____
Ear surgery recommended or performed	_____	_____
Head injury or unconsciousness	_____	_____
Exposure to gunfire	_____	_____
Noisy hobbies	_____	_____
Noisy jobs	_____	_____
Mycins, Quinine, Excessive Aspirin	_____	_____
Hearing test before	_____	_____

{circle any that you had}

Measles Mumps Chicken pox Scarlet Fever Diphtheria

Military

Branch \_\_\_\_\_ Years Served \_\_\_\_\_ Job \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## STOP-BANG Questionnaire

A Tool to Screen Employees for Obstructive Sleep Apnea (OSA)

Name \_\_\_\_\_ Account Number \_\_\_\_\_

Height \_\_\_\_\_ inches Weight \_\_\_\_\_ lbs

Age \_\_\_\_\_ Male / Female

BMI \_\_\_\_\_ Date \_\_\_\_\_

Collar size of shirt: S M L XL XXL XXXL or \_\_\_\_\_ inches

1. **Snoring**  
Do you snore loudly (louder than talking or loud enough to be heard through closed doors)? **Yes No**
2. **Tired**  
Do you often feel tired, fatigued, or sleepy during daytime? **Yes No**
3. **Observed**  
Has anyone observed you stop breathing during your sleep? **Yes No**
4. **Blood Pressure**  
Do you have or are you being treated for high blood pressure? **Yes No**
5. **BMI**  
Is your BMI more than 35 kg/m<sup>2</sup>? **Yes No**
6. **Age**  
Are you over 50 years old? **Yes No**
7. **Neck Circumference**  
Is your neck circumference greater than 17 inches for males or 15<sup>1/2</sup> inches for females or wear an XL shirt or larger? **Yes No**
8. **Gender**  
Are you male? **Yes No**

Number of "Yes" Responses \_\_\_\_\_

**Job Title: Medical Director (9082)****Secure Your Future with SEPTA – A Leader in Transportation!**

The **Southeastern Pennsylvania Transportation Authority (SEPTA)** is the **sixth-largest** transportation system in the U.S., connecting communities across a **2,200-square-mile service region**. SEPTA is **at the forefront of innovation** in the transit industry, ensuring reliable and efficient services while driving economic growth in the **Philadelphia region**.

**We are proud to be recognized as:  
2023 FORBES Best in State Employer  
Philadelphia Employer of Choice for 2024**

We are seeking to hire candidates for our Medical Director (9082) position.

Opening Date: 09/12/2025

Closing Date: 10/05/2025

**OVERALL DESCRIPTION**

The Medical Director ensures the fitness for duty of employees, minimize health-related lost productivity and absenteeism, ensure the Authority's compliance with health-related regulations and policies, and reduce health benefit costs by promoting a healthy lifestyle in the workforce. This position does not involve direct health care to employees. While primarily administrative, the position also requires examination and evaluation of applicants and employees at all levels.

**SPECIFIC RESPONSIBILITIES**

1. Serve as Medical Review Officer (MRO).
2. Recommend and administer the Authority's employee health and fitness for duty policies and programs.
3. Ensure compliance with applicable health-related laws and regulations pertaining to the Authority as well as individuals and groups of employees.
4. Recommend and supervise Medical Department staff.
5. Supervise contract medical service providers.
6. Collaborate with Absence Management to minimize abuse of medical leave.
7. Provide support as needed for resolution of ADA, FMLA, Unemployment, Workers Compensation and FELA claims and any other medical matters.
8. Ensure the fitness for duty of the Authority's workforce, utilizing
  - Pre-placement examinations (including job transfers)
  - Return to duty examinations following absence for illness or injury
  - Periodic examinations
  - Other evaluations as needed in specific cases
  - Ongoing medical monitoring of safety-sensitive employees with conditions that may affect their performance
  - Medical surveillance programs
9. Ensures the validity of applications for sick benefits, extensions of sick leave, disability pensions, and other matters linked to employee illness or disability.
10. Oversees the Authority's federal and non-federal drug and alcohol test programs, and the Drug Free Workplace Policy and Program.
11. Oversees the operation of Authority's comprehensive Employee Assistance Program.
12. Recommend and administer comprehensive wellness and preventive health programs, utilizing appropriate:
  - Education
  - Screening tests
  - Immunizations
  - Incentive-based behavior modification programs
  - Coordination with the Authority's health insurance carriers and community resources
  - Volunteer employees
13. Provide support and consultation to the Authority's System Safety Department as required for programs such as Hearing Conservation. Determine the Authority's needs for medical staffing, facilities and equipment.
14. Serve as the Collaborate Physician for the Authority's Nurse Practitioners, including contracted/temporary providers.
15. Reviews and manages medical disqualification and requalification requests.
16. Reviews and manages Medical Directive documentation.
17. Complies with all Authority and departmental safety and security policies and procedures as well as all applicable job safety responsibilities. Reports any safety concerns, compromises or hazards affecting operations, the public, self and/or other employees. Responsible for personal safety and is encouraged to promote the safety of others.
18. Performs other duties as required by the AGM, People & Culture.

**QUALIFICATIONS AND EXPERIENCE**

- Medical degree (MD or DO) from an accredited medical school and five (5) years experience in Occupational Medicine or equivalent training and experience required.
- Some previous administrative/supervisory experience in a transportation or industrial setting required.
- Board certification or eligibility in an appropriate discipline (such as but not limited to Occupational Medicine, Preventive Medicine, or Internal Medicine) required.
- Unrestricted Pennsylvania license to practice as a Physician and Surgeon required.
- Unrestricted US Drug Enforcement Agency license required.
- Current certification as MRO from national credentialing organizations such as AAMRO or MROCC required.

**Why Join Our Team? Take Advantage of these Outstanding "Benefits!"**

- ✓ Comprehensive Healthcare Coverage – Medical, prescription, dental, and vision plans with little to no employee premiums.
- ✓ Retirement Security – Participate in a Defined Benefit Pension Plan and a 457B Deferred Compensation Plan to build your financial future.
- ✓ Work-Life Balance – Enjoy paid parental leave, generous vacation time, and paid holidays to recharge and spend time with loved ones.

- ✔ Employee Wellness – Access wellness programs and resources to support your physical, mental, and emotional well-being.
- ✔ Invest in Your Growth – We offer tuition reimbursement to support your education and career advancement.
- ✔ Student Loan Assistance – Our positions qualify for the Public Service Loan Forgiveness (PSLF) program, helping you manage and reduce student debt.
- ✔ Free Travel Perks – Receive a FREE SEPTA Transportation Pass, giving you unlimited access to all SEPTA services!

## Join the Best Employer in Transit That's Making a Difference in this Region!

### Apply Today

- 👉 **Click Apply Now and take the next step in your career with SEPTA!**
- 📍 **Have Questions?** For more information, please visit [How We Hire](#) Careers Page.
- 👤 **SEPTA is an Equal Opportunity Employer.**

SEPTA is committed to creating a diverse environment and is proud to be an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status.