

**North East Secure Treatment Unit
Statement of Work
Outpatient and Emergency Care Services
IFB# 6100066225**

I. Objective

The Department of Human Services (“Department”) is seeking a Contractor to provide Outpatient, and Emergency Care Services, as defined in Section III.B, for the Bureau of Juvenile Justice Services, North East Secure Treatment Unit (“NESTU”), located at 701 Sathers Drive, Pittston, Pennsylvania 18640.

DHS will award one contract for this service.

II. Contract Term

- A. The selected Contractor will be issued a Contract. The term of the Contract will commence upon issuance of the Contract to the respective selected Contractor, (“Effective Date”) and will end two years after the Effective Date unless it is terminated earlier pursuant to the terms of the Contract. At its sole option and discretion, the Department may renew the contract for up to three additional one-year periods, upon the same terms and conditions as set forth in the Contract.
- B. At the time of each renewal the Department and the selected Contractor may negotiate the contract unit price not to exceed a maximum of three percent (3%) increase over the unit price in effect in the year immediately preceding each renewal term.
- C. The Department shall submit a renewal letter at least 90 days prior to the Validity End date of the Contract and request the renewal.
- D. Upon award of a Contract, the Department will issue purchase orders in accordance with the Contract on an as needed basis. No work shall begin or be reimbursed prior to issuance of a fully executed purchase order.
- E. The Selected Contractor will be reimbursed for the invoices submitted, providing such invoices are in accordance with their respective Contract and approved by the Commonwealth Contract Monitor, Karen Weaver. Final payment will not be made until all services have been successfully completed.

III. Scope of Work

A. Contractor Responsibilities:

The selected Contractor shall fulfill these responsibilities as well as any responsibilities indicated in other subsections in this Statement of Work.

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

7. The selected Contractor shall aid the Contract Administrator or Contract Monitor or specialty physician or surgeon in coordinating an appropriate discharge. The selected Contractor shall facilitate a doctor-to-doctor phone consult to NESTU's physician or NESTU medical staff designee, to review treatment provided to the resident prior to the resident being released.
8. The selected Contractor shall make recommendation for ongoing treatment modalities, devices, or both, which will subsequently be reviewed and ordered by the NESTU Contract Administrator or Contract Monitor.
9. The selected Contractor shall obtain informed consent either directly, for any invasive diagnostic or treatment intervention that may be performed on a resident. For residents under age 18 or residents considered incapable of making medical decisions, the selected Contractor, or their Department personnel, shall obtain informed consent from next of kin, Agent under a Power of Attorney, or health care decision maker.
10. The selected Contractor shall provide phone consults with the NESTU Medical Staff who have specific questions.
11. The selected Contractor shall provide information to the NESTU appointment scheduler to allow for appropriate resident preparation prior to studies.
12. The selected Contractor shall provide the NESTU general or specialty physician or surgeon with the appropriate written discharge instructions for the NESTU residents, or staff that may be accompanying the residents upon discharge.
13. The selected Contractor shall provide a copy of medical license, Drug Enforcement Agency No. (DEA#), Board Certification, and malpractice insurance to the NESTU Chief Medical Officer upon request.
14. The selected Contractor shall provide a list of physicians that are credentialed in accordance with their specific scope of practice, and are in good standing at the selected Contractor's hospital to NESTU upon request.
15. The selected Contractor shall immediately inform NESTU of any voluntary or involuntary loss of privilege to practice medicine.
16. Prison Rape Elimination Act: In accordance with its zero-tolerance policy, the Department prohibits all forms of sexual abuse and sexual harassment of juvenile in its facilities. The selected Contractor shall comply with Department policy and with the Prison Rape Elimination Act of 2003 (PREA) and its regulation at 28 C.F.R. Part 115 Subpart D, Standards for Juvenile Facilities. Failure to meet the Department's expectations regarding PREA training may result in consequences ranging from an individual's inability to provide services up to and including termination of the contract.

17. At a minimum, the selected Contractor shall provide a copy of the Department's Zero Tolerance for Sexual Abuse and Harassment pamphlet to all staff members, including staff of subcontractors who have any contact with juvenile at NESTU and will provide to the Department confirmation of each staff member's receipt and understanding of the pamphlet to any new staff that may be hired for the duration of the contract. The selected Contractor's staff members or subcontractors will not be permitted to provide services until completed sign-off forms are received for those individuals who may come in contact with juveniles at NESTU.
18. The Department may require the selected Contractor's staff, including that of subcontractors to undergo additional Department provided training on their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection and response policies and procedure. The Department will determine whether additional training is required based upon the nature of contracted services and the level of contact with juveniles at NESTU.

B. Contractor Requirements:

1. The selected Contractor shall provide Outpatient Services and Emergency Care Services at a percentage of customary charges.
2. The selected Contractor shall comply with NESTU's standards relating to the services performed pursuant to the purchase order and contract. At the time of award, the Contract Administrator or Contract Monitor will provide the NESTU standards to the selected Contractor.
3. All services provided by the selected Contractor are subject to review and approval by the Contract Administrator or Contract Monitor.
4. The selected Contractor shall provide the following:
 - a. **Outpatient Services** – Outpatient Services include, but are not limited to, office visits, in and out surgery, operating room, anesthesia, medications, supplies, laboratory services, x-rays, and other diagnostic services. The selected Contractor shall provide all outpatient services for the residents of NESTU. NESTU will provide transportation to and from hospitals. A member of the NESTU Medical Staff will coordinate services and will supply a referral slip which will accompany the resident.
 2. **Emergency Care Services** – The selected Contractor shall perform Emergency Care Services as required by NESTU and shall provide Emergency Room Services

to the NESTU residents referred by the NESTU Medical Staff in accordance with the following:

- a. Physicians who are Board Eligible or Board Certified in Emergency Medicine Family Practice, Internal Medicine, General Practice, or other appropriate specialty. The selected Contractor shall provide Physicians (and not mid-level providers) to see residents unless special arrangements are made with the Medical Director and Chief Medical Officer at NESTU, or they have first been triaged by a Physician, had a treatment plan reviewed and signed off by a Physician, or both.
- b. Emergency Room Services includes, but are not limited to: Imaging Department, Cardiology Department, Laboratory, Pathology Department, Cardiac Rehabilitation, Anesthesia Department, Endoscopy Department, One Day Surgery, and Radiology and Imaging Department.
- c. The selected Contractor shall provide services as soon as possible for an emergent study.
- d. The selected Contractor shall require their Physicians to:
 - i. Provide initial comprehensive Emergency Room assessments and provide diagnosis and treatment management, including medication recommendations for referred conditions.
 - ii. Make recommendations for diagnostic studies and laboratory or tests, which subsequently will be reviewed and ordered by the NESTU physician. The selected Contractor shall complete the diagnostic studies and laboratory or tests at NESTU unless NESTU is incapable of providing those services. In special circumstances, the selected Contractor may arrange with NESTU, to have specialized testing completed at a different location.
 - iii. Obtain informed consent prior to any invasive diagnostic studies the selected Contractors Physicians may perform. For residents considered incapable of making medical decisions, the selected Contractors Physicians must notify next of kin, Agent under the Power of Attorney, or the health care decision maker to obtain informed consent.
 - iv. Contact appropriate NESTU contact for the NESTU residents requiring admission or Rapid Treatment Status. If admission is advised, the selected Contractor shall notify NESTU to discuss.
 - v. Provide a clear and brief summary of recommendations on the facilities outpatient referral form provided at the time of the initial evaluation and at

subsequent follow-up emergency room visits or print out from the Electronic Medical Record all laboratory and x-ray reports and doctors' notes. NESTU may require, and the selected Contractor shall facilitate, a doctor-to-doctor call to discuss findings in cases with special circumstances.

- vi. Provide physician-to-physician phone consults with the NESTU Medical Staff for residents with problems requiring emergent evaluation.

IV. Bidding Instructions:

- A. Bidder Contact Person:** Prospective Bidders shall designate a person who shall be familiar with the proposed contract, who is authorized to act on the prospective Bidder's behalf in resolving any issues relating to the proposed contract, and who will be available to NESTU during regular business hours. The prospective Bidder's shall complete **Attachment H**, Contractor Contact Information.

- B. Facility Point of Contact**

The contract shall be administered on behalf of Bureau of Juvenile Justice Services, NESTU by:

Karen Weaver, Nurse Manager
(570) 271-4711
Email: kaweaver@pa.gov
Fax: 570-271-4768

- C. Entering pricing on the Invitation for Bid:** Quantity on the bid is an estimated yearly dollar amount. Each selected Contractor shall invoice based on a percentage of customary charge for this contract. For purposes of the paper submission, all bidders should bid \$1.00, plus the percentage of customary charges. Example: If you want to bid at charge plus 10% - you will input \$1.10 in the unit cost.
- D.** Bidders are required to submit a "Services & Billing Provided by Contractor" form that will identify the percentage of customary charges for billing purposes.
- E.** This solicitation includes the following attachments in addition to this Statement of Work:
 - 1. Attachment A Standard Terms and Conditions
 - 2. Attachment B Addendum to Standard Terms and Conditions
 - 3. Attachment C Business Associate Addendum
 - 4. Attachment D General Conditions and Instructions to Bidders
 - 5. Attachment E Worker Protection and Investment Certification Form
 - 6. Attachment F Lobbying Certificate
 - 7. Attachment H Contractor Contact Information
 - 8. Attachment I Cost Submittal Form

V. Mandatory Bid Requirements:

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

1. Include Attachment E, Workers Protection Form;
2. Include Attachment F, Lobbying Certification Form;
3. Include Cost Submittal Form; and
4. Include a Copy of Vendor's Charge-Master Sheet.

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

VI. Contract Award:

Award will be made based on lowest responsible and responsive bidder.

VII. Billing:

Selected Contractor shall comply with direct billing of outpatient PHYSICIANS AND NON-PHYSICIAN (ANCILLARY) services to consumers by strictly adhering to the following terms and order of payers:

- A. Outpatient Physician Services provided to consumers who are dually eligible for Medicare Part B and Medical Assistance shall be directly billed in the following sequential order of payers as follows:
 1. Medicare
 2. Supplemental Insurance (Medicare deductible/co-insurance only)
 3. Medical Assistance (Medicare deductible/co-insurance only)
 4. Facility – percentage of customary charge
- B. Outpatient Physician Services provided to consumers who are eligible for Medicare Part B and not eligible for Medical Assistance shall be directly billed in the following sequential order of payers as follows:
 1. Medicare
 2. Supplemental Insurance (Medicare deductible/co-insurance only)
 3. Facility – percentage of customary charge

- C. Outpatient Non-Physician (Ancillary) services provided to consumers who are eligible for Medicare Part B shall be direct billed to the SMSTU.
- D. Insurance: The selected Contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under any awarded Contract or Purchase Order. As required by law, an independent contractor is responsible for Malpractice Insurance for health care employees. Selected Contractor shall provide insurance Policy Number and Provider Name, or a copy of the policy with all renewals for the entire contract period.
- E. Selected Contractor agree to accept the Medicare payment plus payments received for deductibles and co-insurance as payment in full.

VIII. Payments to Contractor:

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

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

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

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

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

The selected Contractor shall send a copy of invoices submitted as follows:

NESTU
Loysville Youth Development Center
Attention: Accounting Dept
8 Opportunity Drive
Loysville, PA 17047

IX. Prison Rape Elimination Act Requirements

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

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

The Department may require the selected Contractor’s staff, including that of subcontractors, to undergo additional Department provided training on their responsibilities under the Department’s sexual abuse and sexual harassment prevention, detection, and response policies and procedure. The Department will determine whether additional training is required based upon the nature of contracted services and the level of contact with juveniles at the facility.

Failure to meet the Department’s requirements regarding PREA training may result in consequences ranging from an individual’s inability to provide services up to and including termination of the contract.

X. Questions and Answers

All questions regarding the IFB must be submitted via the RA-pwbidquestions@pa.gov email address. All questions must be received during the Question-and-Answer period starting July 29th, 2026, through August 5th, 2026, at 11:00:00 AM. Include the IFB bid number in the subject of the email.

All questions and answers are considered an addendum to the IFB. Answers will be posted by August 12th, 2026.

XI. Estimated Quantities

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