

**Wernersville State Hospital
Statement of Work
Outpatient and Emergency Care Services
IFB# 6100066166**

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, to Wernersville State Hospital (“WeSH”), located at 160 Main Street, Wernersville, Pennsylvania 19565.

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 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 parties may negotiate the contract unit price not to exceed a maximum of three percent increase over the unit price in effect in the year immediately preceding each renewal term.
- C.** Upon award of a Contract, 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.

III. Scope of Work

A. CONTRACTOR RESPONSIBILITIES:

The selected Contractor shall provide services in accordance with the following:

- 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.
- 2. The selected Contractor shall identify hospital personnel that can provide recommendations for residents prior to scheduling clinic appointments and determine if an emergency room visit is necessary for resident’s immediate medical needs.
- 3. The selected Contractor shall follow WeSH internal policies and procedures, which the Contract Administrator or Monitor or designee will provide to the selected Contractor. The selected Contractor shall comply with WeSH’s standards relating to the services performed pursuant to the purchase order and contract. At the time of award, the

Contract Administrator or Monitor will provide the WeSH standards to the selected Contractor.

4. The selected Contractor shall evaluate and treat WeSH residents at their hospital sites and 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 WeSH staff of proposed treatment, and the selected Contractor's staff will have the authority to provide the treatment after receipt of consent from either the resident, or other individual authorized to give consent. Acceptance of prescribed treatment by designated WeSH staff will constitute acceptance by the Commonwealth.
5. The selected Contractor, or their designated hospital personnel, shall fax a full dictated report to the Contract Administrator or Monitor, or as directed by WeSH, within two weeks after the initial and subsequent follow-up appointment. The fax number is listed in Section IV. B. of this Statement of Work.
6. 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/Monitor or as directed by WeSH designee. The fax number is listed in Section IV. B. of this Statement of Work.
7. 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 WeSH Outpatient Referral form (Appendix J example provided), which the WeSH 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 WeSH designee but may keep a copy for their files. If an Electronic Medical Record is used, the selected Contractor's physician may provide a printout of all laboratory reports, x-ray reports, and doctors notes at the time of the visit.
8. The selected Contractor shall determine and make follow-up appointments for monitoring effects of prescribed treatment and revising treatments based on resident response. The selected Contractor shall submit all follow-up appointment dates and times to the WeSH designee.
9. The selected Contractor shall aid the Contract Administrator or Monitor, or WeSH designee and specialty physician or surgeon, in coordinating an appropriate discharge. The selected Contractor shall facilitate a doctor-to-doctor phone consult to WeSH's physician or WeSH medical staff designee, to review treatment provided to the resident prior to the resident being released.
10. The selected Contractor shall make recommendations for ongoing treatment modalities, devices, or both, which will subsequently be reviewed and ordered by the WeSH Contract Administrator or Monitor.
11. The selected Contractor shall obtain informed consent either directly or through the physician, for any invasive diagnostic or treatment intervention that may be performed on 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.
12. The selected Contractor shall provide phone consults with the WeSH Medical Staff who have specific questions.
 13. The selected Contractor shall provide information to the WeSH appointment scheduler to allow for appropriate resident preparation prior to studies.
 14. The selected Contractor shall provide the WeSH general or specialty physician or surgeon with the appropriate written discharge instructions for the WeSH residents, or staff that may be accompanying the residents upon discharge.
 15. The selected Contractor shall provide a copy of medical licenses, Drug Enforcement Agency Nos. (“DEA#”), Board Certifications, and malpractice insurance to the WeSH Chief Medical Officer upon request.
 16. Upon request, the selected Contractor shall provide WeSH with a list of physicians that are credentialed in accordance with their specific scope of practice, and that are in good standing at the selected Contractor’s hospital.
 17. The selected Contractor shall immediately inform WeSH of any voluntary or involuntary loss of privilege to practice medicine.
 18. 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 a juvenile at WeSH 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 WeSH.
 19. 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 WeSH.

B. CONTRACTOR REQUIREMENTS:

1. All services provided by the selected Contractor are subject to review and approval by the Contract Administrator/ Monitor.
2. The selected Contractor shall provide Outpatient Services and Emergency Care Services at a percentage of customary charges.
3. 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 WeSH. WeSH will provide transportation to and from hospitals. A member of the WeSH 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 WeSH and shall provide Emergency Room Services to the WeSH residents referred by the WeSH Medical Staff in accordance with the following:
 - a. The selected Contractor shall provide Physicians (and not mid-level providers) who are Board Eligible or Board Certified in Emergency Medicine Family Practice, Internal Medicine, General Practice, or other appropriate specialty to see residents unless special arrangements are made with the Medical Director and Chief Medical Officer at WeSH, 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 include, 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 WeSH physician. The selected Contractor shall complete the diagnostic studies and laboratory or tests at WeSH unless WeSH is incapable of providing those services. In special circumstances, the selected Contractor may arrange with WeSH, to have specialized testing completed at a different location.
 - iii. Obtain informed consent prior to any invasive diagnostic studies the selected Contractor's Physicians may perform. For residents considered incapable of making medical decisions, the selected Contractor's 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 WeSH Contract Administrator/Monitor, or designee for the WeSH residents requiring admission or Rapid Treatment Status. If admission is advised, the selected Contractor shall notify WeSH 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. WeSH 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 WeSH Medical Staff for residents with problems requiring emergent evaluation.

IV. Bidding Instructions:

- A. **Bidders 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 WeSH during regular business hours. The prospective Bidder's shall complete **Attachment H**, Contractor Contact Information.

B. Contract Administrator/Monitor

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

Andrew Rabuck, Nurse Manager
(610) 670-4130
Email: arabuck@pa.gov
Fax: 610-927-1099

- 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 electronic submission, all bidders should bid \$1.00, plus the percentage of customary charges. Example: If you want to bid at charge plus 10% - you will input \$1.10 in the unit cost.
- D.** Bidders are required to submit a “Services & Billing Provided by Contractor” form that will identify the percentage of customary charges for billing purposes.
- E.** The Department may award Purchase Orders for WeSH to multiple vendors found to be both responsive and responsible. The number of vendors selected or awarded is at the discretion of the Commonwealth based on the needs of WeSH.
- F.** 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 Certification Form
 7. Attachment G Services Provided by Contractor Form
 8. Attachment H Contractor Contact Information
 9. Attachment I Confirmation of Location Statement

V. Mandatory Bid Requirements:

To be eligible for selection, the electronic bid submission must include the following documents:

1. Attachment E Worker Protection and Investment Certification Form
2. Attachment F Lobbying Certification Form
3. Attachment G Services Provided by Contractor Form
4. Attachment H Contractor Contact Information
5. Attachment I Confirmation of Location Statement
6. List of Outpatient and Emergency Services Provided by the Contractor

The Mandatory Bid Requirements set forth above (1-6) are the only requirements that the Commonwealth will consider to be non-waivable. Failure to complete, and/or sign and submit these items at the time of bid submission may result in the rejection of the contractor's submission. Contract Award:

Contract will be awarded to the lowest responsible and responsive bidder.

VI. Billing:

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, Andrew Rabuck. Final payment will not be made until all services have been successfully completed.

The 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. The Selected Contractor agree to accept the Medicare payment plus payments received for deductibles and co-insurance as payment in full.

VII. 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:

WeSH
Wernersville State Hospital
Attention: Accounting Dept
160 Main Street
Wernersville, Pa. 19565

VIII. Prison Rape Elimination Act Requirements

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.

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.

IV. QUESTIONS AND ANSWERS

All questions regarding the IFB must be submitted via the RA-pwbidquestions@pa.gov email address. All questions must be received no later than September 14, 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 September 21, 2026.