REQUEST FOR PROPOSAL (RFP)
for Clinical Analysis

Patient Safety Authority

An Independent Agency of the Commonwealth of Pennsylvania

PROPOSAL REQUEST NUMBER: 2018-01

August 15, 2018

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PART I – GENERAL INFORMATION

I-1 Purpose

The Patient Safety Authority ("Authority" or "PSA") seeks proposals for clinical analysis of Pennsylvania Patient Safety Reporting System ("PA-PSRS") data.

I-2 Contact Information

The sole point of contact for this Proposal Request shall be Regina M. Hoffman. Questions concerning the submission of a proposal or concerning the services to be rendered under this Proposal Request should be addressed in writing and sent electronically to Ms. Hoffman. The mailing address and contact information are:

Regina M. Hoffman, Executive Director
Pennsylvania Patient Safety Authority
P.O. Box 8410
Harrisburg, PA 17105-8410
Phone: (717) 346-0469
Fax: (717) 346-1090
Email: PSA-ClinicalAnalysisRFP@pa.gov
Website: http://patientsafety.pa.gov

I-3 Required Services

The Authority requires the Offeror to provide clinical analysis of one or more categories of patient safety events in the PA-PSRS database. The Offeror must be able to provide this service utilizing its own resources, including personnel, and may not subcontract these services.

In providing these services the Offeror will comply with the requirements of Section 311 (Confidentiality and Compliance) of Pennsylvania Act 13 of 2002, the Medical Care Availability and Reduction of Error ("MCARE") Act, as amended.

The requirements for delivery of these services are more fully described in Part IV of this document.

I-4 Incurring Costs

The Authority is not liable for nor shall be billed by the Offeror for any costs it incurs in preparation and submission of its response to this Proposal Request or any related pre-contract activity.

I-5 Response Date

Responses to this PROPOSAL REQUEST NUMBER 2018-01 should arrive at the Authority on or before **October 15, 2018** at **12:00 noon**, Eastern Daylight Time.

I-6 Small Diverse Businesses

The Commonwealth of Pennsylvania encourages participation by small diverse businesses. A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business, service-disabled veteran-owned business, disability-owned business, or LGBT business enterprise. Questions regarding verification can be directed to:

Department of General Services
Bureau of Diversity, Inclusion & Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: GS-BDISBO@pa.gov
Website: www.dgs.pa.gov

I-7 Offeror's Representations

a. The Offeror shall be an equal opportunity employer and shall not discriminate nor permit discrimination in its operations or employment practices against any person or group of persons based on race, color, religion, national origin, or sex in any manner prohibited by law.

b. To the best knowledge of the person signing the Response for the Offeror, the Offeror's affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have never been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its Proposal.

c. To the best knowledge of the person signing the Response for the Offeror and except as the Offeror has otherwise disclosed in its Response, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

d. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Offeror cannot so certify, then it shall submit along with its Response a written explanation of why it cannot make such certification.

e. If the Offeror also provides Patient Safety Organization ("PSO") services, the Offeror will include a prominent disclaimer related to its PSA contract with language reviewed by PSA.

f. The Offeror will avoid all conflicts of interest with PSA in all of the Offeror's research, operations, lines of business, events, publications, marketing and any other activities. All research, analysis, reports, or any other work product conducted or prepared by the Offeror under this contract is considered work-for-hire. Any subsequent attribution of said work-for-hire by the Offeror should adhere to best practices associated with copyrighted material (e.g., fair use, public domain). The Offeror must prominently provide attribution to PSA in all Offeror marketing and promotional materials that include any PSA work product and must receive PSA approval for such materials prior to publication or distribution.

g. The Offeror, by submitting its Proposal, authorizes Commonwealth agencies to release to the Authority or its designees within the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation, and workers' compensation liabilities.

h. The Offeror is a for-profit or registered non-profit entity that is not a healthcare provider.

PART II: INFORMATION REQUIRED FROM OFFERORS

The Offeror must submit its complete Response in the format, including heading descriptions, outlined below. The Offeror should submit their response electronically to the email address listed above. The Offeror shall make no other distribution of its Response to any other Commonwealth official or Commonwealth consultant. Each Response page must be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the Response. For this PROPOSAL REQUEST, the Response must remain valid for 120 calendar days or until a contract is fully executed, whichever is later. If the Authority approves the Offeror's Response, the contents of the Response will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

The Offeror should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Response. *All cost data relating to this Response must be kept separate from and not included in the Technical Submittal*. Each Response shall consist of the following **two** submittals:

a. Technical Submittal, which shall be a response to REQUEST FOR PROPOSAL Part IV, Sections 1-4

b. Cost Submittal, in response to REQUEST FOR PROPOSAL Part IV, Section 5

PART III – CRITERIA FOR SELECTION

The Authority will give due consideration to the following criteria when making its selection:

a. The ability of the Offeror to provide these services through its own personnel and resources. Proposals including subcontracts for the work will not be considered.
b. The Offeror's experience in analyzing patient safety data at a macro level (statewide, multiple organizations, national, or international).
c. The Offeror's experience in providing innovative and sustainable solutions to patient safety problems.
d. The Authority's priority of the event category for external analysis.
e. Total cost.

PART IV –WORK STATEMENT

IV-1 Background and Required Objectives

Our Mission

Improve the quality of healthcare in Pennsylvania by collecting and analyzing patient safety information, developing solutions to patient safety issues, and sharing this information through education and collaboration

Our Vision

Safe healthcare for all patients

The Pennsylvania Patient Safety Authority was established under Pennsylvania Act 13 of 2002, the Medical Care Availability and Reduction of Error ("MCARE") Act, as amended, as an independent state agency. It operates under an 11-member Board of Directors, six appointed by the Governor and four appointed by Senate and House leadership. The eleventh member is a physician appointed by the Governor as Board Chair. Current membership includes three physicians, two attorneys, three nurses, a pharmacist, and a non-healthcare worker.

The Authority is charged with taking steps to reduce and eliminate medical errors by identifying problems and recommending solutions that promote patient safety in hospitals, ambulatory surgical facilities, birthing centers, and certain abortion facilities. Under Act 13 of 2002, these facilities must report what the Act defines as "Serious Events" and "Incidents" to the Authority. Under Act 52 of 2007, nursing homes must report healthcare associated infections (“HAIs”) to the Authority and the Department of Health. Hospitals must also submit HAIs through the Centers for Disease Control and Prevention's (“CDC”) National Health Surveillance Network (“NHSN”). The Authority, Department of Health, and Pennsylvania Healthcare Cost Containment Council will receive HAIs through the CDC for their individual roles for analyzing the data.

The Authority analyzes and evaluates all reports and makes recommendations for changes in health care practices and procedures which may be instituted to reduce the number and severity of Serious Events and Incidents in Pennsylvania's healthcare institutions. The Authority's role is non-regulatory and non-punitive and is distinguished from the role of other state agencies involved in regulating and/or licensing healthcare facilities or individual providers.

Consistent with Act 13 of 2002, the Authority developed the Pennsylvania Patient Safety Reporting System (PA-PSRS, pronounced "PAY-sirs"), a confidential web-based system that both receives and analyzes reports of what the Act calls Serious Events (events that cause patient harm) and Incidents (so-called "near-misses").

The Authority operates from a dedicated Pennsylvania Treasury account called the Patient Safety Trust Fund, which is administered by the Authority and is independent of the Commonwealth General Fund. Moneys held in the Patient Safety Trust Fund generally initiate as receipts from annual surcharges collected from the licensed healthcare facilities that are required to report to the Authority. The total annual assessment for those surcharges cannot exceed a statutory maximum set by the MCARE Act and adjusted each year using the Consumer Price Index.

In 2017, the most recent year for which full statistics are available, the Authority collected approximately 272,000 events in the categories listed below, broken out as follows:

- Medication related events – approximately 54,000
- Errors and Complications of procedures, tests or treatment – approximately 121,000
- Skin integrity – approximately 24,000
- Patient self-harm – approximately 2,200
- Health Information technology – approximately 2,600
- Equipment supplies and devices – approximately 7,000
- Falls – approximately 34,000
- Transfusions – approximately 5,000
- Other/Miscellaneous – approximately 24,000

In 2017, the Authority investigated a total of 7 anonymous reports.

Required Proposal Objectives

The Authority requires the Proposal to address clinical analysis of one or more categories of patient safety events in the PA-PSRS database. If the proposal contains analysis of more than one category, each category should be addressed individually, including individual work plans, individual personnel plans, and individual cost submittals for each category. The Authority will evaluate each category in the proposal individually.

Clinical analysis categories include:

- Medications (including errors and adverse drug reactions)
- Errors and complications of procedures, tests or treatment
- Skin integrity
- Patient self-harm
- Health Information Technology
- Equipment, supplies, and devices
- Falls
- Transfusions

IV-2 Task Descriptions

The Offeror's response to this proposal should include:

a. Clinical data analysis for one or more categories of reported incidents and serious events by healthcare institutions.
b. Clinical data analysis will include analysis and evaluation of PA-PSRS data relative to each selected category on an aggregate quarterly basis:
    - To identify performance indicators and patterns in frequency and severity at certain medical facilities or in certain regions.
    - To recommend changes in healthcare practices and procedures which may be instituted to reduce serious events and incidents.
    - As directed by the Authority, to advise healthcare facilities of immediate changes that can be instituted to reduce serious events and incidents (e.g. articles, tool kits, white papers).
c. Conduct reviews of anonymous reports in the category, as directed by the Authority.
d. Provide monthly invoices to PSA, as directed by the Authority's Executive Director or Finance Director in consultation with Offeror, in order to optimize project management, tracking, and accounting accuracy consistent with Commonwealth policy procurement policy.

IV-3 Work Plan

Describe in narrative form your technical plan for accomplishing the work, including how the Offeror will comply with the confidentiality requirements of Section 311 of the MCARE Act. It is recommended that the Required Objectives and Task Descriptions in **Part IV, Sections 1 and 2** of this Request for Proposal be used as a reference point. Indicate the estimated number of person hours allocated to each task.

IV-4 Personnel

Include the number of executive and professional personnel, analysts, auditors, researchers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the activities identified in this Response and the approximate number of annual hours by year. Include job qualifications for each position. Include the name and resume of the person responsible for managing/coordinating this work. Upon execution of a final contract, the named individual(s) presented by the Offeror shall be contractually bound while remaining in the Offeror's organization to perform the work defined in the final contract. In the event a named individual leaves the Offeror's employment, the following procedures should be followed for replacing that position:

a. The resume of the proposed replacement will be submitted in writing to the PSA Executive Director prior to making the substitution unless it is not feasible to do so. PSA will identify any potential issues within a reasonable time and discuss with the Offeror;

b. To the extent possible, the Offeror shall ensure that the knowledge of the individual(s) leaving its employ is transferred to the new individual(s) assigned to this contract as a replacement.

IV-5 Cost Submittal

The information requested in this **Part IV, Section 5** shall constitute the Cost Submittal. The total proposed cost shall be broken down into the following components:

Five fiscal years is defined as follows:

PA State Fiscal Year	Calendar Start Date	Calendar End Date
FY 2019-2020	July 1, 2019	June 30, 2020
FY 2020-2021	July 1, 2020	June 30, 2021
FY 2021-2022	July 1, 2021	June 30, 2022
FY 2022-2023	July 1, 2022	June 30, 2023
FY 2023-2024	July 1, 2023	June 30, 2024

A complete, detailed schedule of the costs identified in this Part IV-5 shall include the following components in "a" through "e" below:

a. **Direct Labor Costs.** Itemize to show the following for each category of personnel with a different hourly rate. The rate quoted must incorporate all costs plus overhead for the proposed services performed by employees:

   i. Category (e.g., partner, project manager, medical director, nurse and any additional clinical specialists, infection specialist, analyst, production editor, research associate, etc.).

   ii. Estimated hours.

   iii. Rates per hour.

   iv. Total cost for each category and total labor cost.

   v. Explanation of direct labor costs showing percentage of salary (including bonus pay, if applicable), benefits burden, and overhead recoveries.

b. **Travel and Subsistence.** Itemize per diem transportation, lodging and meal costs separately. Travel and subsistence costs must conform to the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*.

c. **Cost of Supplies and Materials.** Itemize.

d. **Other Direct Costs ("ODC").** Itemize.

e. **Profit/Management Fee(s)**. Provide percentage and identify which individual components (from subsections a.-d. above) to which the fee(s) will be applied.

PART V – CONTRACT TERMS AND CONDITIONS

V-1 Type of Contract

Upon successful negotiation, the final contract will be a 'not to exceed rate-based contract up' to an annual limit. In addition to the total contract commitment, additional project work may be performed at a contractually defined hourly rate for a number of hours agreed to in writing by the Executive Director. Such additional project work may be substituted for work otherwise set forth in the contract at the Executive Director's sole discretion.

V-2 Term of Contract

The term of the contract will commence on the Effective Date and will end on June 30 of a year to be determined by PSA based upon the Offeror's Proposal and subsequent negotiations, but not to exceed a total of five (5) years from the Effective Date and not to be less than three (3) years from the Effective Date. The Authority will fix the Effective Date after the contract has been fully executed by the Offeror and by the Authority. The Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Authority shall not be liable to pay the Offeror for any service or work performed or expenses incurred before the Effective Date of the contract or after termination.