

REQUEST FOR PROPOSAL (RFP)
for Anonymous Report Investigations and Analysis



An Independent Agency of the Commonwealth of Pennsylvania

PROPOSAL REQUEST NUMBER: 2023-01

October 30, 2023

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PART I – GENERAL INFORMATION

I-1 Purpose

The Patient Safety Authority (“Authority” or “PSA”) seeks a Response to a Request for Proposal(s) (RFP) for the investigation of anonymous reports submitted to the Patient Safety Authority and analysis of Pennsylvania Patient Safety Reporting System (“PA-PSRS”) data, as needed. Contracts may be awarded to more than one Offeror.

I-2 Contact Information

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

Regina M. Hoffman, Executive Director
Pennsylvania Patient Safety Authority
333 Market Street, Lobby Level
Harrisburg, PA 17101-2210
Phone: (717) 346-0469
Fax: (717) 346-1090
Email: PSA-ClinicalAnalysisRFP@pa.gov
Website: <https://patientsafety.pa.gov>

I-3 Required Services

The Authority requires the Offeror to perform investigations of anonymous reports submitted to the Patient Safety Authority as requested and analysis of PA-PSRS data as requested and pursuant to the Medical Care Availability and Reduction of Error Act (MCARE) Chapter 3, Section 304 (a) (5). The Offeror must be able to provide this service utilizing its own resources, including personnel, and may not sub-contract 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, and the Offeror shall not bill for any costs it incurs in preparation and submission of its Response to this RFP or any related pre-Contract activity.

I-5 Response Date

Offeror's RESPONSE to this REQUEST FOR PROPOSAL REQUEST NUMBER 2023-1 should arrive at the Authority on or before December 15, 2023, at 12:00 noon, Eastern Standard Time.

I-6 Small Diverse Businesses

The Commonwealth of Pennsylvania encourages participation by Small Diverse Businesses (SDBs) and Veteran-Owned Enterprises (VEs). SDBs include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran Owned Small Business Enterprises. VEs include Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises. Questions regarding the Small Diverse Business Program, including certification and verification, can be directed to:

Department of General Services
Bureau of Diversity, Inclusion & Small Business Opportunities
North Office Building
401 North Street, Room 611
Harrisburg, PA 17120-0500
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: GS-BDISBO@pa.gov
Website: www.dgs.pa.gov (click "Small Diverse Business Program" icon)

I-7 Offeror's Representations

By submitting a Response, Offeror represents and agrees to the following:

- a. Offeror accepts and will comply with the Commonwealth Terms and Conditions (Appendix A).
- b. The Offeror is a for profit or registered non-profit entity and is not a healthcare provider as defined in the Medical Care Availability and Reduction of Error (MCARE) Act. 40 P.S. § 1303.103.
- c. The Offeror will avoid all conflicts of interest with PSA in all the Offeror's research, operations, lines of business, events,

- publications, marketing, and any other activities.
- d. The Commonwealth shall own and have unrestricted authority to reproduce, distribute, and use any submitted research, analysis, report, data, or material that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract. 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.

PART II: INFORMATION REQUIRED FROM OFFERORS

The Offeror must submit its complete Response to this Request for Proposal 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 RFP, 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 RESPONSE to REQUEST FOR PROPOSAL Part IV, Sections 1-4
- b. Cost Submittal, which shall be 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. Responses including sub-contracts for the

- Work will not be considered.
- b. The Offeror's experience in conducting investigations of patient safety events to current industry standards.
 - c. The Offeror's experience in analyzing patient safety data at a macro level (statewide, multiple organizations, national, or international).
 - d. The Offeror's experience in providing innovative and sustainable solutions to patient safety problems.
 - e. Methodology for evaluating assigned tasks, providing the Contracted Services, and determining the cost of Contracted Services.
 - f. 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, advising facilities through publication, education, collaboration, and issuing recommendations for improvement.

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 the Senate and House leadership. The eleventh member is a physician appointed by the Governor as Board Chair.

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. Under Act 52, 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 healthcare practices and procedures that 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 is adjusted each year using the Consumer Price Index.

In 2022, the most recent year for which a complete set of data is available, the Authority collected approximately 256,600 reports of events in the PA-PSRS database categories listed below, broken out as follows:

- Medication-related – approximately 40,500
- Errors and Complications of procedures, treatment, or tests – approximately 124,400
- Skin integrity – approximately 17,100
- Patient self-harm – approximately 2,200
- Equipment, supplies, and devices – approximately 7,600
- Falls – approximately 32,900
- Transfusions – approximately 5,200
- Other/Miscellaneous – approximately 26,700

In 2022, the Authority received two anonymous reports. To date, in 2023 the Authority received four anonymous reports. Only reports without an adequate investigation from the healthcare facility would require an investigation by the Offeror.

Required Proposal Objectives

The Authority requires the Offeror's Response to the Request for Proposal to address investigations of patient safety events and the Offeror's ability to analyze one or more categories of patient safety events, as listed above.

IV-2 Task Descriptions

The Offeror's Response to this Request for Proposal should include:

- a. Investigation of anonymous reports submitted to the Patient Safety Authority as requested.
- b. Analysis and evaluation of PA-PSRS data relative to selected categories on an 'as requested' basis:
 - To identify performance indicators and patterns in frequency and severity at certain medical facilities, in certain regions, or across the Commonwealth.
 - To recommend changes in healthcare practices and procedures that 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. 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 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 RFP be used as a reference point. Indicate the estimated number of person hours allocated to each task. As each investigation and analysis may vary in scope and complexity, please describe in detail the proposed methodology for evaluating assigned projects and tasks performed under the Contract, providing the Contracted Services, and determining the cost of Contracted Services. Also, please provide an example of a safety event investigation the Offeror performed and hours required, as well as an example of a data analysis the Offeror performed and hours required.

IV-4 Personnel

Include a description of the executive and professional personnel, analysts, auditors, researchers, consultants, etc., who are available to be engaged in the

Work. 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 defined as follows:

Project Years (PY)	PA State Fiscal Year	Calendar Start Date	Calendar End Date
PY1	FY 2024-2025	July 1, 2024	June 30, 2025
PY2	FY 2025-2026	July 1, 2025	June 30, 2026
PY3	FY 2026-2027	July 1, 2026	June 30, 2027
PY4	FY 2027-2028	July 1, 2027	June 30, 2028
PY5	FY 2028-2029	July 1, 2028	June 30, 2029

A complete, detailed schedule of the costs identified in this Part IV-5 shall include the following components in sections a. through d. 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 specialist, infection specialist, analyst, production editor, research associate, etc.).

- ii. Rates per hour.
 - iii. Explanation of direct labor costs showing percentage of salary (including bonus pay, if applicable), benefits burden, and overhead recoveries.
- b. **Travel and Subsistence.** Itemize transportation, lodging, and meals per diem 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.

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 Response 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.