

COPY – I.D.

CONTRACT NUMBER:

4000016622

DEPARTMENT OF HUMAN SERVICES
Grant amendment #6

RFP 16-09 Amendment

VENDOR NAME AND ADDRESS:

Deloitte
30 North Third St
Harrisburg, PA 17110

E-mail: [Jason](#) Reilly
Phone: 717-695-5213

FEDERAL I.D. NUMBER:061454513
SAP VENDOR NUMBER: 195941

CONTRACT #4000016622

AMENDMENT #6

This Amendment #6 is made by and between Deloitte Consulting LLP (“Contractor”) and the Commonwealth of Pennsylvania, Department of Human Services (“DHS”), collectively “the Parties.”

WHEREAS, DHS issued Request for Proposals No. 16-09, Information Technology Support and Services (“RFP 16-09”) for the purpose of soliciting proposals from qualified entities to provide various Information Technology Support and Services;

WHEREAS, Contractor submitted a proposal in response to RFP 16-09, Lots #6 and #7;

WHEREAS, DHS determined that the proposals submitted by the Contractor for Lots #6 and #7 were the most advantageous to DHS, taking into consideration all RFP evaluation factors;

WHEREAS, DHS entered into a contract with Contractor on April 23, 2012 (Contract #4000016622, hereinafter “Contract”) to perform the services required by RFP 16-09 Lots #6 and #7;

WHEREAS, DHS and Contractor previously amended the Contract to change the schedule of the Contract’s Operational Phase (Amendment #1);

WHEREAS, DHS and Contractor previously amended the Contract to effectuate a reduction in Contractor’s rates and to increase the number of hours dedicated to the Contract for modifications of in-scope systems to implement necessary requirements of the Patient Protection and Affordable Care Act (“ACA”) (42 USC §18001 et seq.) and for upgrades and improvements to DHS’s Child Welfare systems (Amendment #2);

WHEREAS, DHS and Contractor previously amended the Contract to increase the number of hours dedicated to the Contract for modifications of in-scope systems and otherwise modify the Contract’s payment provisions to allow DHS to complete other ACA-related projects, make further upgrades and improvements to DHS’s Child Welfare systems, and make other modifications and enhancements necessary to improve DHS operations and provide for more efficient and effective service delivery (Amendment #3);

WHEREAS, DHS and Contractor previously amended the Contract to allow Contractor to dedicate additional resources to the Contract for the purpose of providing in-scope services to maintain the systems modifications as required by the ACA, and the upgrades and improvements to DHS’s Child Welfare systems (Amendment #4);

WHEREAS, DHS and Contractor previously amended the Contract to extend this Contract for three (3) additional one-year periods and to replace Section 48 of Attachment A, RFP No. 16-09 Appendix A (Final Contract Terms and Conditions) (Amendment #5);

WHEREAS, DHS exercised a three (3)-month extension of the Contract to extend this Contract on the same terms and conditions until June 30, 2020; and

WHEREAS, DHS and the Contractor have identified the need to extend the Contract to provide services until new contracts are fully approved and implemented, to provide pricing for the extension, and to update certain Contract terms.

NOW, THEREFORE, in consideration of the foregoing, DHS and the Contractor, with the intention of being legally bound, agree to amend the Contract as follows:

1. The term of the contract is extended to December 31, 2021. At its option, DHS may extend the term of the Contract upon the same terms and conditions for one (1) additional six (6) month period. DHS will notify Contractor of its election to exercise an extension in writing at least thirty (30) days prior to the expiration of the then current term, except that DHS's right to exercise any such extension shall not expire unless and until Contractor has given DHS written notice of DHS' failure to timely exercise its extension and has provided DHS with ten (10) business days from DHS's receipt of the notice to cure the failure.
2. Subject to federal approval and the availability of state and federal funds, DHS shall pay Contractor a fixed monthly fee in the amounts contained in the below Table #1 for all Lot #6 and Lot #7 maintenance services.

**Table #1
Maintenance Costs (Lots #6 and #7)
Firm Fixed Pricing**

Contract Extension Period	Monthly Amount
07/01/2020 through 06/30/2021	\$2,981,218.70
07/01/2021 through 12/31/2021	\$2,981,218.70
01/01/2022 through 06/30/2022	\$2,981,218.70

3. For all necessary systems Modifications and Enhancements identified by the DHS Contract Administrator for Lots #6 and 7, Contractor must prepare a Work Order. When developing a pricing estimate for the Work Order, Contractor shall use the blended rate for the appropriate Contract Extension Period, as listed in Table #2 below. Work Orders must include all information described in Attachment A of this Contract (RFP No. 16-09, Part IV, Lot #6 & Lot #7). Contractor must submit the Work Order for review and approval by the DHS Contract Administrator. After reviewing the proposed Work Order, the DHS Contract Administrator may enter discussions and request modifications from Contractor. If approved, DHS will issue a disposition letter signed by the DHS Contract Administrator. Each approved Work Order will be deemed to incorporate the terms and conditions set forth in this

Contract, as amended. The approved Work Order will constitute the Contractor’s authority to commence work on the services that are included in the Work Order.

For all Modifications and Enhancements provided by Contractor, DHS will make payment to Contractor following the DHS Contract Administrator’s written acceptance of each deliverable required by the approved Work Order. Inspection and Acceptance of all deliverables is subject to the requirements of Section 16 of Attachment A, RFP No. 16-09, Appendix A of the Contract (Final Contract Terms and Conditions). The number of Contract hours dedicated to systems Modifications and Enhancements listed in Table #2 below is estimated. If DHS identifies a need to increase the estimated number of hours dedicated to Modifications and Enhancements to perform services and compensate Contractor for such services rendered pursuant to this Contract, DHS may issue Change Orders in accordance with Section 20 (Changes) of Attachment A, RFP 16-09, Appendix A (Final Contract Terms and Conditions).

Maintenance activities are defined within the RFP and include performing corrective, adaptive, and preventive software maintenance, including necessary diagnostics to identify or assess the need for maintenance activity, across any of the component parts of the in-scope systems. This includes, but is not limited to, DHS prioritized Assessments of technology upgrades. Modification hours will be used if the assessment determines the Technology Enhancement would: 1. introduce a new technology product (new versions of an existing product and upgrades to an existing product are not considered new products) or 2. require a significant change to the code base as documented in the assessment and mutually agreed to by the HHSDC Contract Administrator and Deloitte. In addition, any modification or enhancement involving less than 250 hours to implement will be prioritized to be performed under maintenance.

**Table #2
Modifications and Enhancements- Blended Rate
(Lots #6 and #7)**

Contract Extension Period	Estimated Number of Hours	Blended Rate
07/01/2020 through 06/30/2021	402,304	\$104.95
07/01/2021 through 12/31/2021	215,211	\$107.81
01/01/2022 through 06/30/2022	215,210	\$107.81

4. Attachment A, RFP No. 16-09, Appendix A of the Contract (Final Contract Terms and Conditions) is amended as follows:
 - a. Section 45, Nondiscrimination Clause/Sexual Harassment Clause, is DELETED and REPLACED with the following:

45. Nondiscrimination/Sexual Harassment Clause.

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement, and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in

writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contracts relate.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contracts, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

b. The following provisions are added as Section 58 of Attachment A, RFP No. 16-09, Appendix A:

58. Enhanced Minimum Wage Provisions.

1. Enhanced Minimum Wage. Contractor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in the Contracts, and for an employee's hours performing ancillary services necessary for the performance of the contracted services when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

3. Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:

- a. exempt from the minimum wage under the Minimum Wage Act of 1968;
- b. covered by a collective bargaining agreement;
- c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- d. required to be paid a higher wage under any state or local policy or ordinance.

4. Notice. Contractor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

5. Records. Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
 6. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contracts, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
 7. Subcontractors. Contractor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.
5. The effective date of this Amendment #6 will be set by DHS once all necessary Federal approvals are obtained and the amendment has received all approvals required by Commonwealth contracting procedures. This Amendment #6 shall continue in effect for the entire Contract term.
 6. Except as expressly modified, all other terms and conditions of the Contract remain in effect.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officials.

CONTRACTOR

SIGNATURE
Jason Reilly, Principal

SIGNATURE
Art Stephens, Managing Director

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES**

SECRETARY OR DESIGNEE

Carrie Thompson Digitally signed by Carrie Thompson
Date: 2020.04.24 13:49:47 -04'00'


SIGNATURE

COMPTROLLER OPERATIONS

AMOUNT	SOURCE	APPROPRIATION SYMBOL	PROGRAM


SIGNATURE COMPTROLLER
OPERATIONS

Approved as to Legality and Form:




Digitally signed by Lara Antonuk
Date: 2020.04.29 12:15:22 -04'00'

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF HUMAN SERVICES**



Digitally signed by David E. Stover
DN: cn=David E. Stover, o=Office of Attorney General, ou=Legal Review Section,
email=dstover@attorneygeneral.gov, c=US
Date: 2020.05.04 14:02:21 -04'00'

**DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY GENERAL**




Digitally signed by pcross
DN: dc=LCL, dc=PA, ou=CWOPA, ou=GC, ou=OGC, ou=USERS, cn=pcross
Date: 2020.04.29 16:22:09 -04'00'

**DEPUTY GENERAL COUNSEL
OFFICE OF GENERAL COUNSEL**

SUPPLIER PRICE REQUEST

ISSUING OFFICE		CONTRACTOR'S INFORMATION		
Department of Human Service Willow Oak Building DGS Annex Complex Harrisburg, PA 17110 CONTRACTING OFFICER: Sandra Patterson, CIO HHSDC PHONE NO: (717) 772-6445		NAME & ADDRESS: Deloitte 30 North Third St. Harrisburg, PA 17101 CONTACT PERSON: Jason Reilly PHONE NO: (717) 695-5213 SAP VENDOR NO.: 195941 LICENSE OR REGISTRATION NO.: N/A		
ANTICIPATED CONTRACT PERIOD				
START DATE: 7/1/2020	END DATE: 6/30/2022			
MATERIAL/SERVICE DESCRIPTION	QUANTIT Y	UNIT PRICE	TOTAL PRICE	
Maintenance Firm Fixed Cost 07/01/2020 through 06/30/2021 (per mos.)	12	\$2,981,218.70	\$35,774,624.40	
Maintenance Firm Fixed Cost 07/01/2021 through 12/31/2021 (per mos.)	6	\$2,981,218.70	\$17,887,312.20	
Maintenance Firm Fixed Cost 01/01/2022 through 06/30/2022 (per mos.) option #1	6	\$2,981,218.70	\$17,887,312.20	
Modifications and enhancements 07/01/2020 through 06/30/2021 (hourly rate)	402,304	\$104.95	\$42,221,804.80	
Modifications and enhancements 07/01/2021 through 12/31/2021 (hourly rate)	215,211	\$107.81	\$23,201,897.91	
Modifications and enhancements 01/01/2022 through 06/30/2022 (hourly rate) option #1	215,210	\$107.81	\$23,201,790.10	
TOTAL ▶			\$160,174,741.61	
<p>In compliance with the terms, conditions, and specifications referenced below, the undersigned, on behalf of the Contractor, which intends to be legally bound hereby, offers and agrees, if the quote is accepted, to provide the specified services at the price(s) set forth above at the time(s) and point(s) specified.</p> <ol style="list-style-type: none"> Terms and Conditions – Amendment 6 attached Specifications or Statement of Work – Amendment 6 attached 				
▼ CONTRACTOR'S SIGNATURE (IN INK) ▼				

PRESIDENT/VICE PRESIDENT/MANAGER/ PARTNER /OWNER	DATE 3/25/2022
	
Jason Reilly Deloitte Consulting Principal	
(SIGN BELOW, PRINT NAME, AND CIRCLE TITLE ABOVE)	

COST OR PRICING DATA CERTIFICATION

Contract or Purchase Requisition No. 4000016622 Amendment 6

Date: 3/24/2020

I, Jason Reilly (Individual's Name), hereby certify that I am Principal(Title) for Deloitte Consulting LLP (Contractor's Name) and that I am authorized to make this Certification on behalf of Deloitte Consulting LLP (Contractor's Name). I hereby certify that the contract price is based upon:

- Established catalog prices (copies of the applicable catalog pages showing the established catalog prices are enclosed).
- Established market prices (the amounts of contract prices offered to other Contractor customers and the name of the Contractor customers are enclosed).
- Statute or regulation (the citation for the statute or regulation and the date and short description of its provisions are enclosed).
- Submitted cost or pricing data. To the extent that the contract price is based upon submitted cost or pricing data, I certify, on behalf of the Contractor, that to the best of my knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the date specified above. The Contractor, understands that in addition to any other remedies or criminal penalties, the contract price shall be adjusted to exclude any significant sums by which the Commonwealth finds that the price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete, or not current as of the date specified above.

I understand that any misrepresentation in this Certification shall be punishable under Section 4904 of Title 18 P.C.S.A.



(Signature of Certifying Officer)

Jason Reilly
(Name of Certifying Officer)

Principal
(Title of Certifying Officer)

Deloitte Consulting LLP
(Contractor's Name)

30 N. Third St, Harrisburg, PA 17101
(Contractor's Address)

(Contractor's Address)

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Deloitte Consulting LLP	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Jason Reilly, Principal	<i>Date Executed</i> 3/24/2020

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.



SIGNATURE: _____

TITLE: Principal DATE: 3/24/2020

ITSS Lots 6&7 Non-competitive Amendment to Extend the Contract

Department of Human Services

COPPAR

Procurement Request

Request ID: 2019ITP0616

November 20, 2019

Agency Contact:

Norman D. Brenneman

nbrenneman@pa.gov

Review Summary

OA/OIT Decision:

Approved with Conditions

Date of Final Review:

November 20, 2019

Comments:

Contingent upon Sole Source approval from DGS and an amendment is drafted for the new term and incorporates the prior terms and conditions and contract pricing.

Agency CIO Review:

Agency Approver:

Sandra Patterson

Date of Approval:

September 18, 2019

Procurement Request Summary

1. Procurement Amount

\$283,000,000

2. Is this procurement request associated with an approved project?

No

Project: N/A

3. Description of Request

A non-competitive amendment extension of the current ITSS Lots 6&7 contract (4000016622) is planned for up to 24-months (12-month base plus (2) 6-month options to renew). The contract amendment extension provides for an uninterrupted continuation of services currently provided under this contract.

Services include

System application enhancement, modifications, maintenance, adoption and operational support

In support of

DHS program offices and strategic business systems, including Eligibility systems, Provider Management, Case Management, Child Welfare, and Child Support.

HHSDC and DHS are developing a Request for Proposals (RFP) to rebid the current contract services.

RFP 05-19 (three (3) Lots) solicitation is anticipated to occur March through May, 2020. Contracts are expected to be in place by January, 2021, followed by a six (6) month turnover period from the current contractors.

The current contract will expire March 31, 2020 and needs to be extended by a non-competitive amendment to bridge the gap between contract expiration and turnover completion. The amendment will include options to extend in the event of any unforeseen delays in issuing contracts resulting from RFP 05-19.

This non-competitive contract extension is necessary to continue providing uninterrupted support of DHS programs and strategic business systems. This support is essential to enable the DHS to continue providing quality services beyond March 31, 2020 until turnover to new contracts is completed, to Pennsylvania citizens as required by both Commonwealth and Federal statutes. The Commonwealth will not be able to meet Federal or its own obligations without these services.

The core contract documents are attached. Additional contract documents (e.g. RFP 16-09) may be obtained from the PA Treasury website.



January 22, 2020

David R. Fillman
Executive Director

Jane Gill
President

Earnestine Kearse
Secretary

Shawn Makar
Treasurer

Ms. Crystal Newberry, Administrative Officer
PA Office of Administration
Health and Human Services Delivery Center
Room 61 Willow Oak Building
DGS Annex Complex
Harrisburg, PA 17110

Re: 021-13-01096
Technical IT Services

VICE PRESIDENTS

Alfred Stanslaw
DC-83

Barb Chandler
DC-84

John Howard Thompson
DC-85

Heidi Diem
DC-86

Joe Hickey
DC-87

Anne Radakovits
DC-88

Bill Jones
DC-89

Helen Elliott
DC-90

Susan Emswiler
State

Randon Prociuous
City

Linda Vuono
County

Jeffrie J. Frontera
School District

Susan Zepp
Other Political
Sub-Divisions

Laurie Fisher
Health Care

Dear Ms. Newberry:

Please be advised that AFSCME Council 13 agrees to allow the above captioned subcontracting request. This contract is for Lot 6 and Lot 7 Technical IT services. The term of this contract will begin on January 16, 2020 to July 1, 2022. This approval is for this one time and one time only and is non-precedent setting. The agency is citing improved delivery service as the need to subcontract this work out.

AFSCME Council 13 understands the actual cost to subcontract these services to be \$88,500,000.00. We request at the end of the contract term that we are provided with a detailed breakdown of actual contract costs for these services.

Should you have any questions, please contact me at 717-561-7096.

Respectfully,

Kimberly Davanzo
Subcontracting Manager
Grievance/Arbitration Department

KD/lS

cc: S. Mullen
D. Spann
K. Wolf-Maloney
K. Davanzo
A. Radaszewski
A. Bratcher
J. Scheidler
B. Minnich



BLR-1 Form

IT Support & Services
Description of Contract/Assignment

I. NOTIFICATION OF COP's INTENT TO CONTRACT/ASSIGN BARGAINING UNIT WORK

TO: AFSCME Council 13 Subcontracting Dept.

AFSCME District Council Director Michael Fox
(Name)

FROM: Public Welfare
(Commonwealth Agency) Crystal Newberry
(Senders Name)

(Date) Administrative Officer 4
(Title)

A. In accordance with Article 43, Section 5 of the Master Agreement we are notifying you that we are considering contracting out the Master Agreement bargaining unit work listed below. The basis for the contract is:

- Reasonable Cost Savings; and/or
- Improved Delivery of Service

Bid specifications (RFP 16-09) can be found at
<http://www.emarketplace.state.pa.us/GeneralEdit.aspx?SID=DPW%2016-09>.

B. In accordance with Article 43, Section 5 of the Master Agreement we are notifying you that we are considering the other than temporary transfer of Master Agreement bargaining unit work to _____. The basis for this transfer is:

- Reasonable Cost Savings; and/or
- Improved Delivery of Service

C. The sending of this notification is not to be considered an admission by this agency or by the Commonwealth that the contract/assignment of the work in question involves AFSCME bargaining unit work. Rather, notification is being sent to you on the belief that your union may have an interest in this contract/assignment in order to make an alternative proposal or that this contract/assignment involves work which may be viewed by your union as arguably bargaining unit work and thus have an interest in knowing about it.

D. The above referenced contract/assignment will cause:

- | | | | | | |
|----------------|--------------------------|-------------------------------------|-----------------------|--------------------------|-------------------------------------|
| | Yes | No | | Yes | No |
| 1. a layoff | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Prevent the return | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. a downgrade | <input type="checkbox"/> | <input checked="" type="checkbox"/> | of an available | | |
| | | | competent employee | | |

If the answer to any of the above referenced questions is yes, attach all appropriate documentation.

E. The above referenced work became available as the result of a:

- | | Yes | No | | Yes | No |
|----------------|--------------------------|-------------------------------------|--------------------------------|--------------------------|-------------------------------------|
| 1. retirement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. promotion | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. resignation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. demotion | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. termination | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. reassignment of an employee | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above referenced questions is yes, attach appropriate documentation.

II. UNION'S RESPONSE TO COMMONWEALTH'S INTENT

TO BE COMPLETED BY UNION

TO: DHS (Commonwealth Agency) Crystal Newberry (Senders Name)

FROM: AFSCME Council 13
 AFSCME District Council

Kimberly Davanzo (Responders Name) SCM (Title) 12/20/19 (Date)

A. AFSCME has reviewed the above referenced information and:

- Requires a meet and discuss
- Does not require a meet and discuss
- Bid specifications not attached and requested

III. DETAILS OF MEET AND DISCUSS MEETINGS

A. Date(s) held 1/10/20

B. List of Participants attached yes ___ no ___

C. Commonwealth provided information

1. Est. Contract Cost (copy attached) yes ___ no ___
2. Est. In-House Cost (copy attached) yes ___ no ___
3. Basis for Determining Improved Delivery of Service Explained and Documented (copy attached) yes ___ no ___

D. Union Provided Alternatives

	<u>Date Provided</u>	<u>Copy Attached</u>	
1.	_____	yes ___	no ___
2.	_____	yes ___	no ___
3.	_____	yes ___	no ___
4.	_____	yes ___	no ___

E.	<u>Additional Information Requested</u>	<u>Date Requested</u>	<u>Date Provided</u>	<u>Date Received</u>
1.	@ m / P	1/10/20	_____	1/16/20
2.	_____	_____	_____	_____

Copies attached yes ___ no ___

IV. MANAGEMENT DECISION: Date: _____

A. The information on this form and its attachments is accurate and has been provided/discussed with the Union.

Management Date Union Date

V. REQUEST FOR COMMITTEE:

A. ___ The Union requests that an Article 43 Section 6 Committee be formed.

Union Date

VI. THE COMMITTEE:

- A. Union Representative(s) _____
- B. Agency Representative(s) _____
- C. OA Representative _____

Date(s) held _____

VII. COMMITTEE DECISION:

Date: _____

VIII. ARBITRATION:

- A. _____ The Union requests arbitration on the above referenced matter.

Union

Date