State of Delaware

DEPARTMENT OF CORRECTION
PROFESSIONAL SERVICES REQUEST FOR PROPOSAL
CORRECTIONAL HEALTH CARE SERVICES

Contract No. DOC1426-HEALTH

August 6, 2013

Deadline to Respond
October 18, 2013
4:00 PM Eastern Standard Time

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE CORRECTIONAL HEALTH CARE SERVICES FOR THE OFFENDER
POPULATION - STATEWIDE

ISSUED BY DEPARTMENT OF CORRECTION
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE CORRECTIONAL HEALTH CARE SERVICES
ISSUED BY STATE OF DELAWARE DEPARTMENT OF CORRECTION

I. Summary 3
II. Scope of Work 3
   A. Overview 3
   B. General Requirements 5
      1. Summary of Service Provision 5
      2. Categorized Pricing Information Required 5
      3. Summary of Service Provision Time Requirements 6
      5. Special Accommodations Populations 10
      6. Emergency Services and Maintenance of AEDs 10
      7. Suicide Prevention 10
      8. Standards of Care 10
      9. Research 11
     10. Drug Free Workplace 12
     11. Vendor Employee Orientation 12
     12. Medical Administrative Committee (MAC) Meetings 13
     13. Infectious & Hazardous Waste Disposal 13
     14. Inspections 13
     15. Transportation 14
     16. Disaster Plan 14
     17. Telemedicine Expansion 14
     18. DACS Data Entry Mandatory 14
     19. State/DDOC Ownership of all Documentation 15
     20. Offender Health Insurance 15
     21. Transition Plan between Existing and New Vendor 15
C. Detailed Requirements 16
   1. Summary 16
   2. NCCHC & ACA Accreditation 16
   3. Prison Rape Elimination Act (PREA) 16
   4. Medical Services 17
   5. Specialty Consultation and Referral to Specialty Services 21
   6. Telemedicine Support 24
   7. Nursing Services 24
   8. Discharge Planning 28
   9. Utilization Review 28
  10. Medical Case Management 29
  11. Dental Services 29
  12. Administration 30
III. Pricing and Payment 35
IV. Required Information 37
   A. Minimum Requirements 37
   B. General Evaluation Requirements 37
V. Professional Services RFP Administrative Information 38
   A. RFP Issuance 38
   B. Public Notice 39
   C. Assistance to Vendors with a Disability 39
   D. RFP Designated Contact 39
   E. Consultants and legal Counsel 39
   F. Contact with State Employees 39
   G. Organizations Ineligible to Bid 40
   H. Exclusions 40
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>I. RFP Submissions</td>
</tr>
<tr>
<td>57</td>
<td>J. Proposals</td>
</tr>
<tr>
<td>58</td>
<td>K. Proposal Modifications</td>
</tr>
<tr>
<td>59</td>
<td>L. Proposal Costs and Expenses</td>
</tr>
<tr>
<td>60</td>
<td>M. Proposal Expiration Date</td>
</tr>
<tr>
<td>61</td>
<td>N. Late Proposals</td>
</tr>
<tr>
<td>62</td>
<td>O. Proposal Opening</td>
</tr>
<tr>
<td>63</td>
<td>P. Non-Conforming Proposals</td>
</tr>
<tr>
<td>64</td>
<td>Q. Concise Proposals</td>
</tr>
<tr>
<td>65</td>
<td>R. Realistic proposals</td>
</tr>
<tr>
<td>66</td>
<td>S. Confidentiality of Documents</td>
</tr>
<tr>
<td>67</td>
<td>T. Multi-Vendor Solutions (Joint Ventures)</td>
</tr>
<tr>
<td>68</td>
<td>U. Primary Vendor</td>
</tr>
<tr>
<td>69</td>
<td>V. Sub-Contracting</td>
</tr>
<tr>
<td>70</td>
<td>W. Multiple Proposals</td>
</tr>
<tr>
<td>71</td>
<td>X. Discrepancies and Omissions</td>
</tr>
<tr>
<td>72</td>
<td>Y. RFP Questions and Answer Process</td>
</tr>
<tr>
<td>73</td>
<td>Z. DDOC’s Right to Reject Proposals</td>
</tr>
<tr>
<td>74</td>
<td>AA. DDOC’s Right to Cancel Solicitation</td>
</tr>
<tr>
<td>75</td>
<td>BB. State’s Right to Award Multiple Source Contracting</td>
</tr>
<tr>
<td>76</td>
<td>CC. Notification of Withdrawal of Proposal</td>
</tr>
<tr>
<td>77</td>
<td>DD. Revisions to the RFP</td>
</tr>
<tr>
<td>78</td>
<td>EE. Exceptions to the RFP</td>
</tr>
<tr>
<td>79</td>
<td>FF. Award of Contract</td>
</tr>
<tr>
<td>80</td>
<td>VI. Proposal Evaluation Procedures</td>
</tr>
<tr>
<td>81</td>
<td>A. Basis of Award</td>
</tr>
<tr>
<td>82</td>
<td>B. Proposal Evaluation Team</td>
</tr>
<tr>
<td>83</td>
<td>C. Requirements of the Vendor(s)</td>
</tr>
<tr>
<td>84</td>
<td>D. Criteria and Scoring</td>
</tr>
<tr>
<td>85</td>
<td>1. Proposal Selection Criteria</td>
</tr>
<tr>
<td>86</td>
<td>2. Criteria Weight</td>
</tr>
<tr>
<td>87</td>
<td>E. Cost Proposal</td>
</tr>
<tr>
<td>88</td>
<td>F. Proposal Clarification</td>
</tr>
<tr>
<td>89</td>
<td>G. References</td>
</tr>
<tr>
<td>90</td>
<td>H. Oral Presentations</td>
</tr>
<tr>
<td>91</td>
<td>I. Point Scores</td>
</tr>
<tr>
<td>92</td>
<td>J. Contract Terms and Conditions</td>
</tr>
<tr>
<td>93</td>
<td>1. General Information</td>
</tr>
<tr>
<td>94</td>
<td>2. Collusion or Fraud</td>
</tr>
<tr>
<td>95</td>
<td>3. Lobbying and Gratuities</td>
</tr>
<tr>
<td>96</td>
<td>4. Solicitation of State Employees</td>
</tr>
<tr>
<td>97</td>
<td>5. General Contract Terms</td>
</tr>
<tr>
<td>98</td>
<td>VII. Bid Protest Clauses</td>
</tr>
<tr>
<td>99</td>
<td>A. Discrepancies and Omissions</td>
</tr>
<tr>
<td>100</td>
<td>B. Post-Submission Protest Available</td>
</tr>
<tr>
<td>101</td>
<td>Appendix A  DDOC Organizational Chart</td>
</tr>
<tr>
<td>102</td>
<td>Appendix B  Historical Medical Services Demand</td>
</tr>
<tr>
<td>103</td>
<td>Appendix C  Historical Medical Services Productivity</td>
</tr>
<tr>
<td>104</td>
<td>Appendix D  Historical Obstetrics Services</td>
</tr>
<tr>
<td>105</td>
<td>Appendix E  Historical Ancillary Services</td>
</tr>
<tr>
<td>106</td>
<td>Appendix F  Historical Off-site Specialty Consultations</td>
</tr>
<tr>
<td>107</td>
<td>Appendix G  Historical Dental Workload</td>
</tr>
<tr>
<td>108</td>
<td>Appendix H  Vendor Staffing Requirements</td>
</tr>
<tr>
<td>109</td>
<td>Appendix I  CQI Indicators</td>
</tr>
<tr>
<td>110</td>
<td>Appendix J  Deliverables Table</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE CORRECTIONAL HEALTH CARE SERVICES
ISSUED BY STATE OF DELAWARE DEPARTMENT OF CORRECTION

I. Summary

The State of Delaware Department of Correction seeks experienced Vendors to provide correctional health care services for the offenders in the Delaware Department of Correction (“DDOC”). This Request for Proposals contemplates the creation of a Professional Services Contract as defined by Delaware law. As set forth herein, the State of Delaware Department of Correction may determine that a multi-source award is most beneficial to the State of Delaware. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981, 6982, and 6986.

The proposed schedule of events subject to the RFP is outlined below:

- Initial Public Notice: Date: August 6, 2013
- Second Public Notice: Date: August 13, 2013
- Mandatory Letter of Intent to Bid: Date: August 23, 2013 4:00 PM
- Mandatory Pre-Bid Meeting with facility visits: Date: September 4 & 5, 2013
- Deadline for RFP Questions: Date: October 4, 2013 4:00 PM
- Deadline for Receipt of Proposals: Date: October 18, 2013 4:00 PM
- Meetings with the Vendor’s: Date: November 13 & 14, 2013
- Recommendation by Proposal Evaluation Team: Date: November 20, 2013

A Mandatory Letter of Intent and Pre-Bid Meeting are required of each Vendor intending to respond to this RFP. Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal, including any contractual terms or conditions. The DDOC will review and reserves the right to deny any or all of the exceptions taken. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States and for clearance purposes must include the names, social security numbers and date of birth for anyone wishing to attend the facility tours September 4 & 5. The DDOC reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Work

A. OVERVIEW:

1. The purpose of this RFP is to solicit bids from Vendors experienced in providing correctional health care services and/or preferably who have medical, dental, and pharmacy
management experience in the State of Delaware. DDOC is seeking a single or multiple vendors to provide the following services:

- Medical Services
- Nursing Services
- Dental Services
- Pharmacy Management Services
- Specialty Consultation
- Woman’s Health Care Services
- Utilization Review Services
- In-patient Hospital Services

2. Vendors are to bid on all services required under this RFP. In addition, the Vendors are encouraged to offer different pricing methodologies to include full risk by the Vendor for cost as well as any other method in which the DDOC would share in the risk of cost. Both must be presented with full disclosure of the cost as well as profit margins for the Vendor.

3. While this RFP covers all services, typically called comprehensive services, including all clinical care delivery and delivery system management for both on-site and off-site services, Vendors must be experienced in all portions of the comprehensive care to submit bids.

4. The DDOC offender population in Delaware varies from most other states; Delaware and five other states nationwide support a “unified system” which includes both the State’s jail and prison populations. Jail offenders may be in the DDOC’s custody prior to sentencing (the pre-sentenced population). In addition, the DDOC is responsible for the care of committed felons and others sentenced to incarceration in the DDOC. Interested Vendors should be cognizant of the unique issues associated with these populations, including the separate National Commission on Correctional Health Care (NCCHC) for jails and prisons and American Correctional Association (ACA) standards applied to all offenders as they will be required to meet those standards. The Vendor is responsible for meeting all NCCHC standards as well as all medical care related standards of the American Correctional Association (ACA), the Prison Rape Elimination Act (PREA) and DDOC policies. Vendor should carefully review the deliverables in this RFP and the information in the associated appendices to ensure construction of their best response. The following is a brief profile of the DDOC:

- Approximately 21,000 offenders, of which 500 are juvenile offenders, are admitted for incarceration and 21,000 released each year.
- 60% are sentenced to serve more than one year.
- 10% are sentenced to less than one year.
- 30% are offenders in detention status.
- Prison is for those serving one or more years.
- Jail is for those serving less than a year or for those being detained, may be longer on average.
- The average length of stay for the detention population is 30 days.
- The average length of stay for the jailed population is 54 days.
- The average length of stay for the prison population is 20.7 months.
5. The DDOC’s responsibility for providing offender health care stems from the United States and State of Delaware Constitutions, along with certain applicable statutory and common law requirements. It is further codified in Delaware State law (29 Del. C. §6536) wherein an offender eligible to receive health care services is defined as a person under the control and custody of the DDOC, incarcerated or housed within any DDOC facility, or on an institutional count including any offender hospitalized in a community hospital, Forensic Unit (Mitchell Building) of the Delaware Psychiatric Center, or other health care institution outside a DDOC facility. The Vendor correctional health care system must clearly focus on providing offenders with access to care to meet their serious medical and dental needs, on-site whenever possible, and through a coordinated network of on-site and off-site community resources at the best, most efficient cost, when necessary.

6. Further DDOC system data can also be found on the DDOC website and health care data that profiles offender services in the DDOC can be found in Appendices A through J attached to this document.

7. Definitions of Requirements: To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words shall, will and/or must are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the proposal.

B. GENERAL REQUIREMENTS:

1. Summary of Service Provision
   a. The Vendor will be responsible for offering on-site Primary Care medical and dental services. These Primary Care services will be provided on-site as much as possible so as to prudently use budgeted security dollars and prevent off-site travel whenever possible. Off-site travel always includes at least one officer and most often two officers or more along with the vehicle, increase the costs and special security procedures which can be avoided if specialty care is provided on-site. On-site Primary Care and Specialty clinics should include, but not be limited to; Orthopedic, Infectious Diseases, ENT, Oral Surgery, Urology, General Medicine, Hepatitis, HIV, Gastroenterology, Podiatry, Physical Therapy, Minor Surgery, TB, Diabetes, Hypertension, Cardiology, Neurological, Optometry, etc.

   b. The Vendor will be responsible for analyzing the utilization of off-site specialists and negotiate contracts for specialty providers to come on-site to provide consultation services, pre-operative evaluations, and postoperative follow-up wherever possible to decrease the movement off-site.

2. Categorized Pricing Information Required
   a. Vendors are required to provide individualized pricing information specific to each of the following areas:
      • Medical Services
      • Nursing Services
      • Dental Services
b. Proposals must contain both an aggregated price quote for all services and specific price information for each of the service categories. Failure to provide both types of pricing will cause the proposal to be deemed non-responsive.

3. Summary of Service Provision Time Requirements

a. To meet NCCHC, ACA Standards and DDOC Policy, the following services are a sample of critical elements that must be provided within the respective time requirements:

- Receiving and Booking Intake Screening within 2 hours of offender arrival for all facilities, using the Delaware Automated Correction System ("DACS") Intake module;
- Tuberculosis screening will be administered to offenders in Receiving at all facilities;
- Transfer screenings out of or into any DDOC facility immediately;
- Health Assessment within 7 days of admission to any DDOC facility, or immediately if indicated;
- Mental Health Assessment with the Intake screening, and an immediate Mental Health referral immediately if necessary, within 24 hours of Intake;
- Dental Examination to be performed within 90 days of admission for detentioners (ACA standard 1-HC-1A-17) and pre-sentenced offenders and within 30 days for sentenced offenders (NCCHC standard P-E-06);
- Sick Call triage 7 days per week, and Sick Call appointments for all facilities for urgent or emergent care available 7 days per week and 5 days per week for all facilities for non-urgent and/or non-emergent care;
- 24/7 infirmary care every day at all facilities with infirmary operations;
- 24 hour emergency response every day at all facilities (on-site or off-site);
- Pregnancy testing for all female offenders upon initial Intake; and
- Intake Screening Point of Care 12-Panel CLIA-waived Drug Screening for all offenders.

b. The Vendor is also responsible for providing the following services as defined in the NCCHC and ACA Standards and DDOC Policies outlined in the Scope of Work Overview and further described throughout the RFP:

- Receiving Screening and TB testing
- Facility/Offender Transfer Screening
- Health Assessments
- Re-admitted Health Assessments
- Dental Services
- Re-admitted Dental services
- Optometry and Auditory Services
- Dietary Consultation
- Non-emergency Sick Call
• Chronic and Convalescent Care
• Infirmary Care
• Emergency Care
• Pharmacy Management Services
• Woman’s Health Care
• Annual Exams
• Suicide Prevention
• Medical Records Management
• Acute Care
• Medication Administration
• Boot Camp Physicals
• Specialty Care – Dialysis, HIV/AIDS, Hepatitis A, B or C and all communicable diseases.

NOTE: All DDOC policies referenced in this RFP will be provided on disk in Word© format at the pre-bid conference adjacent to the facility visits. Health care policies are also available at http://www.doc.delaware.gov/information/policyManual6.shtml. RFP Reference Library: The
DDOC has made every attempt to provide the necessary information within this RFP. The DDOC will make the reference library available only to the successful Vendor.


a. Each proposal must reflect in their response how their proposed service, which is one or more than one component of a constitutional system of health care delivery, will serve to reinforce the other Vendors’ services, e.g. Pharmacy and Mental Health Vendors as described below:

i. A Communications and Sick Call System

• A Sick Call System must be provided for all offenders and must be characterized by direct communication of health care concerns between the offender and health care personnel without security intervention;
• It must be characterized by professional evaluations, performed by properly credentialed and trained health professionals, providing for triaging offender requests, and for attending to the serious medical needs of offenders;
• Offenders in segregation have a greater need for Sick Call and must be seen every day and their health needs must be assessed by a qualified health professional.
• Must use the DACS Sick Call tracking and appointment system.
• The Vendor will be responsible for answering inquiries from family, friends, and advocacy groups concerning an offender as the Vendor will have the medical information available to provide a more detailed response to inquiries.

ii. Personnel

• The system must have adequate Leadership and Professional staffing. This must be outlined in a staffing plan, but not only by plan, but in reality; (See Appendix G, Vendor Staffing Requirements). The staffing plan, with individual names of staff
must be sent to BCHS on a monthly basis prior to the beginning of the month and any changes to the staffing document must be approved by BCHS.

• A key to Constitutional Care for Offenders provided by Vendors, in addition to establishing processes that meet NCCHC, ACA and other generally accepted professional standards, is the staffing of the health care delivery system with sufficient and qualified management, medical and nursing personnel.

• Staffing levels must be specific to the position, i.e. if the staffing position document calls for a Registered Nurse, a Licensed Practical Nurse may not be substituted; if the position document calls for a physician, a physician extender, (Advanced Nurse Practitioner or Physician Assistant) may not be substituted. For purposes of the staffing position document an Advanced Nurse Practitioner and a Physician Assistant are considered equivalent.

• Adequate staffing must be supported by adequate resources, e.g. locum tenens; necessary to deliver the care and any prolonged gaps in staffing will require a contract Management Fee price adjustment;

• All institutions must have dedicated on-site staff; moving staff among facilities is disruptive to the operations and must be avoided.

iii. Contracting-Out (Sub-contracting)

• The use of independent contractors does not relieve the Vendor of the legal responsibility to provide timely health care to meet the serious medical needs of offenders;

iv. Medical Records

• The Vendor will be responsible for maintaining the DDOC unified medical and mental health record established per DDOC policy H-01, Health Record Format & Contents in coordination with all other Vendors;

• At a minimum, records must be kept separately for each offender and include a medical history and problem list; notations of offender complaints; treatment progress notes; laboratory, x-ray, and specialists’ findings, etc.;

• Proper medical records not only promote continuity of care and protect the health and safety of the offender population but also provide correctional administrators with evidence of the course of treatment when individual offenders bring liability suit in court asserting that care was not provided;

• The Vendor must provide appropriate and adequate medical records staff;

• Each Vendor must coordinate with the EMR Vendor to ensure conversion and maintenance of the paper record to an electronic record.

• The Vendor is responsible for maintaining the offender records to be in compliance with all federal and state laws, policies and regulations including but not limited to 11 Del. C. §4322.

v. Outside Consultation Care

• Offenders requiring a specialist evaluation, a diagnostic test, or specialist care that is not available in the DDOC facility, must be provided timely access to these services in the local medical community; therefore, a system must be in place to schedule, facilitate off-site appointments and coordinate the offender movement through the facility security transportation staff;
• The use of Telemedicine may be developed through the Vendor’s purchase and maintenance of equipment;
• The Vendor’s staff must use the DACS consult tracking;
• As the safety and security costs to transport offenders to outside consultations and procedures are extremely high, the Vendor will make all reasonable efforts to provide services on-site at the facilities to minimize the inherent risk to the public related to the movement of offenders outside of the correctional environment.

vi. Facilities and Resources
• The Vendor must ensure that the space and supplies be adequately maintained to meet the health care needs of the institutional population. Dangerous or unsanitary physical equipment, unavailability of medications or other items such as eyeglasses, dentures, braces, or prostheses can lead to violations of the Constitution. Vendor(s) are responsible for equipment purchase and maintenance contracts under $500.

vii. Quality Improvement, Accreditation, and Compliance with Standards
• Quality improvement is a process of ongoing monitoring and evaluation to assess the adequacy and appropriateness of the care provided and to institute corrective action as needed;
• The Vendor under this solicitation is required to have its own Continuous Quality Improvement System (CQIS) to ensure the adequacy and appropriateness of care provided, and for reporting on this monthly to the DDOC according to DDOC policy;
• The Vendor shall provide a written CQIS plan which ensures that offenders receive medically necessary care with quality equivalent to that provided to individuals not incarcerated and in accordance with the generally accepted professional standards. The Vendor must work closely with the DDOC to ensure that health care and security needs are met for all levels of offenders at all times;
• The Vendor’s CQIS shall include such audits, narrative reports and executive summaries necessary to identify and remedy any quality issues identified in the Vendor’s operations and consistent with, and/or required by the DDOC;
• Reports of CQIS activity must be provided to the DDOC Chief, Bureau of Correctional Healthcare Services (“BCHS”) or designee (collectively herein “Bureau Chief”) on a monthly basis. Any reports provided under this contractual obligation will be labeled “This document is protected from disclosure pursuant to state and federal peer review and quality assurance privileges” and remain confidential unless otherwise authorized by the Bureau Chief, however, all documents related to offender care and quality improvement activities must remain available to the DDOC at all times;
• All reports, data compilations, and other information submissions required by the contract shall be certified by the Vendor’s appropriate supervisory employee, e.g. Health Services Administrator or Regional Leadership;
• Each Vendor will provide Quality Assurance, QA Metrics for BCHS monitoring of the healthcare system as stipulated by BCHS. The QA Metrics will include clinical, fiscal, operational, and other data to facilitate comprehensive monitoring of the healthcare system. Examples of the QA Metrics that will be required will be found in the QA Metrics Appendix H (CQI Indicators). The vendor shall be aware that a failure to meet the standards set forth in the QA matrix may result in a financial penalty or other off-set;
Clinical staff will participate in the peer review program administered by the local facility and monitored by BCHS. The Vendor will participate in ensuring that clinical staff move forward on any corrective action plan developed to correct deficiencies identified by the peer review process, random or scheduled audits or other processes. Medical Providers will receive privileges to practice in the DDOC healthcare system based on credentialing and maintenance of performance as judged by the peer review system. Providers may have privileges revoked at any time due to failure to correct performance deficiencies identified through peer review or other means or because of egregious breaches of conduct or clinical performance as judged by BCHS, Wardens or their designees.

5. Special Accommodation Populations
The DDOC has responsibility for a number of offenders who need special accommodations;
- Disabled Offenders
- Elderly Offenders
- Juvenile Offenders
- Chronically Ill Offenders
- Mentally Ill Offenders
- Offenders in a Diagnostic or Therapeutic “Pipeline”
- HIV/AIDS Screening, Testing and Treatment

6. Emergency Services and Maintenance of Automatic Electronic Defibrillators
a. Each Vendor is responsible for assuring adequate response to medical emergencies consistent with NCCHC/ACA Standards and DDOC policy.

b. The Vendor staff must be trained, will use, maintain and inspect the DDOC’s Automatic Electronic Defibrillators (AEDs) in each institution according to DDOC policy. The Vendor will provide appropriate training in AED use and CPR training to all of their employees and subcontractors. All professional staff must be certified on the use of AEDs as well as CPR.

7. Suicide Prevention
Each Vendor will ensure the DDOC BCHS suicide prevention procedures are followed by all health care staff. The Vendor’s suicide prevention policy, procedures, and practices shall be consistent with DDOC Policy G-05, Suicide Prevention, Policies and Procedures. The Vendor awarded the contract for mental health services shall provide all mental health related training, to include suicide prevention for the medical services vendor and CEIT/BOTC cadets, in accordance with DDOC policy.

8. Standards of Care
a. DDOC recognizes that standards of care are dynamic, constantly evolving, and not readily defined by a single authority. Therefore, for the purposes of this RFP, the currently accepted standards of care are defined by the multiple sources in the following list. If a Vendor uses standards different from those in the following list, they must be highlighted in the Vendor’s response along with the reasons for using the standards. In addition, they must be approved by the Medical Director and Bureau Chief prior to use by the Vendor. The Vendor shall ensure that
a physician be designated as the Regional Medical Director and shall ensure that the site
medical staff follow recognized standards of care and make decisions based on the clinical
protocols established by the Vendor and accepted by the DDOC Medical Director and Bureau
Chief. The DDOC Medical Director and Bureau Chief must approve any change in the use of
standards during the course of the contract resulting from this solicitation.

b. DDOC also recognizes that all clinical situations may not be covered in existing standards, and,
in such cases, the proper course of action must be determined in conjunction with the DDOC
BCHS.

c. This list of professional regulations and guidelines is intended to be indicative of the generally
accepted professional standard of care and, therefore, is not all-inclusive:

- DDOC Health Care Policies;
- ACA Standards
- NCCHC Standards
- Delaware Division of Public Health regarding communicable disease management;
- Vendor Policies, Procedures, Guidelines and Protocols accepted by DDOC;
- Centers for Disease Control Protocols and Guidelines as determined applicable by the
  DDOC;
- Federal OSHA Guidelines;
- US Public Health Service Task Force on Preventive Guidelines;
- Other DDOC recognized authorities such as the Federal Bureau of Prisons, American
  Diabetes Association, American Medical Association, the National Commission on
  Correctional Health Care, American Correctional Association, and other nationally
  recognized professional health care organizations.

d. Production Environment Requirements: The DDOC requires that all hardware, system
software products, and application software products included in proposals be currently in use
in a production environment by a least three other customers, have been in use for at least six
months, and have been generally available from the manufacturers for a period of six months.
Unreleased or beta test hardware, system software, or application software will not be
acceptable.

9. Research

No research projects involving offenders (other than projects requiring limited de-identified
information from records compiled in the ordinary delivery of services) will be conducted
without the prior written consent of the Commissioner of Correction. The conditions under
which the research will be conducted will be governed by written guidelines mutually agreeable
to by the vendor and the DDOC. In every case, the written informed consent of each offender
who is a subject of the research project will be obtained prior to the offender's participation. All
Federal and State regulations applicable to such research will be fully and strictly followed,
including but not limited to HIPAA regulations and Federal Office of Human Resource
Protections. Research must be approved by a Human Subjects Review Board and approved by
the Bureau Chief.
10. Drug Free Workplace

The Vendor will have a drug-free work place with sufficient policies to comply with Federal and State regulations and DDOC policies. The Vendor will be required to maintain and develop a urine analysis program for all employees, comparable to the DDOC's random urine analysis program for at least 5% per month of the institution's medical personnel, e.g. a facility with 200 employees must randomly test 10 employees per month. The DDOC reserves the right to review urine analysis procedures and results. The Vendor agrees to comply with any current or future drug detection initiative that the DDOC may implement applicable to vendor employees, visitors and consultants.

11. Vendor Employee Orientation

a. The Vendor will describe in detail the personnel orientation program and provide copies of the outlines or manuals in the appendix of its proposal. Prior to any “Start date” the Vendor will be responsible for ensuring that all new personnel are properly cleared for entry into the facility and provided with orientation and appropriate training regarding medical practices and security. Orientation regarding other institutional operations will be the responsibility of the DDOC. The Vendor will ensure that all newly hired, full-time health care personnel receive 40 hours of pre-service training and orienting within the first 30 days of employment. Orientation refers to that training necessary to ensure the employee’s ability to perform the tasks associated with his/her position and to familiarizing the employee with the specific institution(s) he/she is assigned to and the Vendor’s responsibilities, policies, and procedures at that institution. Moving employees among facilities will require orientation to the new facility. Employees not oriented to a specific facility and begin work will incur a Management Fee price adjustment.

b. At a minimum, Vendor employee orientation will address DDOC security, DDOC Code of Ethics, Code of Conduct, Drug-free Workplace, DACS training, blood-borne pathogen policies, cybersecurity and Vendor policies and procedures. Vendor employee orientation will include a security orientation with DDOC staff. The Vendor will require all personnel to attend security orientation refresher training when the DDOC offers it. Moving employees among facilities will require orientation to the new facility. This training will include DDOC-wide acceptable use policies and procedures and be tailored to meet the conditions of each institution.

c. PREA - In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Vendor agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract. The Vendor, vendor staffs (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Vendor must acknowledge that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If the Department policy is modified, the Vendor will be notified and shall comply. See State of Delaware, Department of Correction Policy Number 8.60 “Prison Rape Elimination Act.”
d. Suicide Prevention – Vendor will ensure that each new employee receives the required suicide prevention training and follow-up annual training. This training is approved by the DDOC and provided by the Mental Health Vendor.

d. The Vendor will provide written documentation of orientation completion to the DDOC within 30 days of completion. The Vendor will maintain and submit to the BCHS and site Warden, a comprehensive list of Vendor and DDOC personnel trained, the subject of each training, dates, and status of required retraining/updating.

e. Cybersecurity Training – All Vendor employees who access DDOC computer systems or have responsibilities set forth in this proposal must receive initial Cybersecurity training before beginning work and annually thereafter.

12. Medical Administrative Committee (MAC) Meetings

a. Medical Administrative Committee (MAC) meetings will be held at least monthly with all Vendors, Wardens (or designated representative) of each institution and the BCHS, as required by the NCCHC and ACA Standards. The meetings are intended to provide organized and consistent communication between site administrative staff and medical personnel on issues and/or concerns. A separate meeting will be held for each level 5 and level 4 facilities.

b. The Vendor is responsible for coordinating the schedule with the site and the BCHS. The Vendor will also be responsible for submitting all documentation and developing a standardized agenda with the discussions for review at the meeting. The Vendor will maintain standardized minutes of the discussions and the BCHS liaison will complete a summary, based on the documentation presented, detailing the discussions. The Vendor will conduct these monthly meetings and will notify all attendees of any changes in the schedule and/or location.

13. Infectious & Hazardous Waste Disposal

a. The Vendor will provide all appropriate disposal systems for hazardous waste, including needles, syringes, and other materials used in offender treatment. The Vendor will take appropriate measures to ensure that only infectious waste is deposited in the designated contaminated waste containers. Air filters used in air re-circulating and air conditioning units, which are removed and replaced by the DDOC’s maintenance staff and considered to contain harmful pathogens, will be disposed of with other infectious waste by the Vendor. The Vendor shall coordinate with the DDOC’s maintenance staff on the proper disposal of the filters.

b. The Vendor is responsible for developing a hazardous waste plan, describing the collection, storage, removal by a BCHS approved transporter to haul infectious waste and obtaining the appropriate documentation of the hazardous waste receipt by the transporter.

14. Inspections

As required by the DDOC, ACA, NCCHC Standards, and the Delaware Division of Public Health, the Vendor is to conduct safety and sanitary inspections. The Vendor’s managers are to conduct formal inspections of all areas at least monthly, with follow-up inspections to ensure corrective
action has been taken. Written reports are required, with copies sent to the site’s Warden’s Office. A record of these findings is to be included as an agenda item at the monthly Medical Administrative Committee (MAC) Meeting.

15. Transportation

The Vendor will arrange and pay for the use of any emergency medical vehicle, such as ambulances and medically equipped helicopters, as necessary and appropriate for emergency transportation. The expenses for these services will be included and calculated within the limitations for Catastrophic Care. No offender will be transported or removed from the State of Delaware without prior permission from the Commissioner of Correction.

16. Disaster Plan

The Vendor will provide a site specific disaster plan, to the BCHS and each site’s Warden and/or designee, within 30 days from starting work. The plan will be coordinated with the facilities’ security plan and incorporated into the overall emergency plan and made known to all personnel. The plan must incorporate the ability to perform necessary emergency medical procedures, up to and including intubations and/or emergency airway management. The plan must account for extraordinary demands upon staff such as the possible recall of staff, safety, and security of offender and staff areas, use of emergency equipment and supplies, establishment of triage areas and procedures, evacuation procedures, and stocking of emergency supplies and equipment. Review of the health aspects of the disaster plan must be part of the initial orientation of new personnel at that site. A mock trial (exercise) of the plan will be conducted annually by the Vendor in coordination with the DDOC according to NCCHC standards and in coordination with the institution/facilities exercise.

17. Telemedicine Expansion

The DDOC recognizes advantage in the implementation of a telemedicine system for certain applications to provide faster access to care at remote sites and to reduce the number of off-site visits that generate substantial security costs and pose some risk to the community. If the Vendor wishes to include a base station and remote stations as part of their plan for offender care they must provide a complete written plan including the physical plant specifications required, and the equipment the Vendor will purchase to implement the system. In advance of implementation the DDOC BCHS, in conjunction with the Department of Technology and Information, must approve any proposed telemedicine program. It is intended that telemedicine be used appropriately so that it does not negatively affect the quality of care provided to the offender. The Vendor must be specific on the plans, protocols, and specialty services intended to be included in the plan.

18. DACS Data Entry Mandatory

The Delaware Automated Correction System (DACS) is a web-based offender management system. DACS uses Oracle Database© and Oracle© tools to store and retrieve data. Use of the DACS medical module and all the components therein is a material requirement of any health care services contract. This includes mandated data entry related to Intake, transfer, scheduling, chronic care, physical examination, specialty consult, Sick Call and mental health appointments,
and any subsequent additions to the medical module. Initial training on the system will be
provided by DDOC staff.

19. State/DDOC Ownership of All Documentation

All documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports
or other material, in paper, electronic or other format, are the property of the State of Delaware
and remain as such at the end of the contract, no matter the reason for the contract
termination. Vendors are prohibited from bringing flash drives into DOC facilities and Vendor
staff may not remove any paperwork or medical documentation from the facility. Further,
DDOC shall have immediate access to all records on demand.

20. Offender Health Insurance

a. The Vendor will have a plan to seek and obtain payments and reimbursement from third party
insurers for those offenders who are covered by health insurance including Medicaid.

b. The Vendor shall gather the information needed to process claims and retain such
information for auditing and inspection by DDOC. The Vendor will credit the DDOC 100% of
Medicaid costs recaptured. These credits will be included with the Vendor’s basic medical
monthly services invoice/credits and will be clearly noted. The Vendor is invited to propose
alternative methods, subject to the approval of the Department, for retrieving and accounting
for insurance reimbursements provided to cover offender healthcare services.

c. The Vendor must provide a plan for the implementation of the Affordable Care Act
Marketplace Exchange Insurance Providers and the CMMI/SIM project as it impacts provision of
medical services.

21. Transition Plan between Existing and New Vendor

a. The Vendor must develop a transition plan from the current service delivery system. The
transition plan must be presented to the Bureau Chief within 30 days of the contract approval
and will address an orderly and efficient start-up.

b. A detailed plan must be submitted with the proposal that addresses, at a minimum, how the
following issues will be handled during the transition:

- Recruitment of current and new staff and sub-contractors and specialists
- Hospital services, including off-site secure unit
- Pharmaceutical, laboratory, radiology, dental and medical supplies
- Identification and assuming current medical care cases
- Equipment and inventory
- Medical record management
- Orientation of new staff
- Coordination of transition to include the Bureau

c. The Vendor must outline timetables and personnel that will be assigned to supervise and
monitor the transition, and detailed plans, including offender medical file transfer, for the
transition from the DDOC’s system to the Vendor’s system on an institution-by-institution basis which will include timetables for completion.

d. If the Vendor is going to integrate the current Vendor’s employees and/or subcontractors, the Vendor must specify how it intends to integrate them and obtain BCHS approval for each employee; specifically how the Vendor will ensure continued benefits for retained staff.

e. The Vendor’s plan must outline how it intends to transfer offender medical files. Contracts may be involuntarily extended, not more than 180 days, to provide these services.

f. The Vendor’s plan must also summarize problems anticipated during the course of transferring the contract to a new vendor at the end of the Vendor’s term, including any proposed solutions. The Vendor must provide resumes for the management staff expected to be hired by the Vendor at both Regional and Institutional levels.

g. The Vendor must provide credentials for all medical providers as determined by BCHS. The Vendor will provide a similar transition plan at the end of a contractual period for transition to a new contract or a new Vendor.

h. The proposal must outline a transition plan for the relevant documentation required by NCCHC and ACA audits pertaining to the time the contract is in effect.

C. DETAILED REQUIREMENTS:

1. The Vendor proposal must describe how their system of care delivery will accomplish each of the tasks citing NCCHC, ACA standards and relevant DDOC policy (http://www.doc.delaware.gov/information/policyManual6.shtml). The proposal must indicate how the system meets the standard(s) and how it provides for efficient and effective offender care in all the following areas.

2. NCCHC and ACA Accreditation

The Vendor is required to obtain and/or maintain NCCHC and ACA accreditation for each and every current and future site in the DDOC, as applicable. DDOC intends to include specific liquidated damages in the contract between DDOC and the Vendor for any failure to attain and/or maintain such certifications and/or accreditations. The beginning and ending dates of the penalty will be governed by any written communication from the NCCHC or ACA. Any date within any calendar month will serve as the beginning and ending dates and each inclusive month, (first, intermediate, and last) of non-accreditation will be assessed the penalty. Any assessed liquidated damages will bear the appropriate legal relationship to the actual harm caused DDOC. Any liquidated damages shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

3. Prison Rape Elimination Act (PREA)

The Vendor must adopt and comply with all PREA standards. In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Vendor must agree to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract. The Vendor, vendor staffs (including volunteers and subcontractors) agree to abide by Department of
Correction Policy 8.60. The Vendor acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If the Department policy is modified, the Vendor will be notified and shall comply. See State of Delaware, Department of Correction Policy Number 8.60 “Prison Rape Elimination Act.”

4. Medical Services

a. Health Assessment (Initial Physical Examination)

- Within the first 7 days of admission, a physician or nurse practitioner/physician’s assistant shall conduct a complete history and physical assessment including but not limited to the following; review of information recorded during the nurse Intake screening, review of all available medical records and review all medications and other physician’s orders that the offender is currently receiving prior to admission,
- Complete head to toe physical exam to include screening for signs and symptoms of chronic medical or mental illness, and for evidence of ectoparasites. If chronically ill, take measures to establish degree of control and determine next visit date. Determine if the offenders have special needs that must be accommodated and take appropriate actions to address them. Initial assessment may be used as the first chronic care visit if charted on a chronic care initial assessment document,
- The ordering of any laboratory tests deemed medically appropriate, to include at a minimum:
  - To be submitted to the State DPH laboratory
    - Human Immunodeficiency Virus (HIV) through opt-in/opt-out (HIV testing below),
    - For all women, Gonorrhea and Chlamydia,
  - Other STD testing,
  - Other laboratory testing indicated by medical examination,
  - Initiation of other ancillary testing, consultations deemed medically necessary,
  - Report reportable infectious diseases to Public Health per State and Federal requirements,
  - Update registry logs in DACS for chronically ill offenders and those needing special accommodations,
  - Identify offenders whose medical condition requires Case Management
  - Make physician to physician call as necessary or to receiving site if being transferred,
  - All findings must be documented on the medical record to form a comprehensive appraisal of the offender’s Intake baseline condition and data must be entered into the DACS Intake and scheduling module.

b. Chronic Illness Management and Convalescent Care

- For offenders with special medical conditions requiring close medical supervision, including chronic and convalescent care, physically handicapped, frail elderly, terminally ill, developmentally disabled, and mentally ill, individual treatment plans will be developed by the medical staff specifying instructions on diet, exercise, medication, commissary restrictions, type and frequency of diagnostic testing, the frequency of medical follow up and adjustment of treatment modality. The DDOC has many offenders who have special health care needs. The Medical and Mental Health Vendors must work
together to provide the services identified in the individualized treatment care plans. It is essential for the Medical Vendor to identify chronically ill offenders at Intake and to establish on the health record the degree of control of the offender (poor, fair, or good) supported by illness-specific indicators of level of control such that the frequency of visits to medically manage the illness can be appropriately determined. The Vendor shall provide Case Management services to ensure that there is no discontinuity in their care and to ensure that the plan of care is designed to produce the most positive outcomes.

- Disabled Offenders – The Vendor must have a system for identifying and providing accommodations for disabled offenders. Offenders, who cannot walk, are entitled to wheelchairs or necessary prostheses and/or braces and these must be coordinated with Security to ensure safety concerns in the offender population as the accommodation cannot override classification or the safety and security of the institution or prevent offenders from participating in court-ordered programming. Offenders with impaired hearing or vision are entitled to accommodations, e.g. providing eye glasses and hearing aids or interpretive services approved by Security in a timely manner. In addition, the system must be designed to reevaluate those offenders whose accommodations are for conditions that are time-limited.

- Elderly Offenders – The elderly require special attention, including age- and gender-specific screening according to national guidelines, but also to address needs more frequently found in this population such as more frequent exacerbations of chronic illness and multiple chronic illnesses, vision problems, hearing problems and mobility problems. The Vendor must have a plan for elderly offenders which include obtaining Advanced Directives and Hospice Care when appropriate.

- Chronically Ill Offenders – Certain chronically ill offenders whose condition is difficult to manage due to the stage of the illness and/or non-compliance must be Case Managed to ensure the best outcomes. It is essential for Medical Vendors to identify chronically ill offenders at Intake and to establish on the health record the degree of control of the offender (poor, fair, or good) supported by illness-specific indicators of level of control such that the frequency of visits to medically manage the illness can be appropriately determined. A system that does not track the level of control and tailor treatment accordingly may waste valuable resources or may not provide sufficient medical intervention to manage the illness adequately. The Vendor must have a strong system for Chronic Disease Management. The Vendor must also identify chronic offenders and registering them in the DACS Chronic Care Registry.

- HIV/AIDS Screening, Testing and Treatment – The Vendor will offer HIV testing to all offenders within one week of Intake. Offenders will receive HIV risk-assessment, pretest and post-test counseling. Offenders may refuse to be tested based on the principle of “opt out” (an offender must refuse the test in order for the test not to occur automatically after pretest counseling has been given, instead of an “opt in” model where the offender must request or meet screening/risk qualifications for the test). Offenders have a right to refuse testing. The Vendor will use the laboratory and forms provided by the DDOC for HIV testing and utilize the Delaware Public Health Laboratory for such testing. The Vendor is responsible for reporting all communicable diseases, including HIV/AIDS, to the BCHS and the Division of Public Health according to State law. The Vendor is responsible for providing treatment for offenders diagnosed with HIV/AIDS according to current treatment guidelines established by the National Institutes of Health (NIH). Treatment for HIV/AIDS will include one-on-one counseling, medication education, medication prescription, monitoring and management,
management of medical needs and coordination with community-based agencies for care and follow-up upon discharge. The Vendor will also work closely with the community HIV Case Management agency to ensure that all offenders with HIV or AIDS receive thorough Discharge Planning. Comprehensive HIV management shall be available through the Medical Services Chronic Care Clinic or off-site/on-site Vendor as required; however, on-site services are strongly preferred. The Vendor shall submit monthly HIV testing reports to the DDOC including testing volume and aggregate positive/negative results by facility, the number of offenders on HIV/AIDS medications and the type of medications prescribed. The Vendor shall also report individual co-infection with Hepatitis B and/or C, and any opportunistic infections. Health education efforts shall be reported monthly. All staff performing any direct offender care services, licensed or unlicensed, shall participate in HIV/AIDS educational programs. These programs shall be developed by the Vendor and approved by the Bureau Chief. The Vendor will provide such education to all primary medical, dental and mental health staff. The Vendor shall provide the Bureau Chief with documentation of the physicians’ attendance and participation in the educational programs.

- Hepatitis – All offenders will be vaccinated against Hepatitis A and B unless previously vaccinated or who have positive serologic tests. Vaccination against Hepatitis A and B will be begun within a year of the first incarceration.
- Sexually Transmitted Diseases – All offenders will be screened for other STD’s based on recommendations by BCHS. All offenders will be treated and managed for any STD diagnosed during incarceration.
- Dialysis – There are offenders incarcerated with DDOC with chronic kidney failure which must be maintained by chronic hemodialysis or peritoneal dialysis. Currently, the dialysis chairs/beds are at the all-male James T. Vaughn Correctional Center. The Vendor will potentially need to provide a portable dialysis machine if the need occurs at the women’s facility. The Vendor must ensure this modality is available with the subspecialty nephrologists providing care on-site as Security cannot provide adequate staffing to move all the chronic kidney failure offenders to an off-site facility for dialysis. The Vendor must also register chronic kidney failure offenders using the DACS Chronic Care Registry.
- Hospice Care – A number of offenders have life or long-term sentences complicated by chronic diseases such as cancer, heart, lung, kidney, or liver disease and have signed Advance Directives. The Vendor must have a plan for those offenders whose life will end while incarcerated and will require a compassionate end-of-life medical treatment plan. The Vendor must also identify those with serious mental illness using the DACS Chronic Care Registry.
- Mentally Ill Offenders – Offenders who have an active mental illness and, especially, offenders who have had an exacerbation of their mental illness, are newly diagnosed, unstable on medication or difficult to treat, or whose status has otherwise decompensated such that a more intense level of care is required, must be actively treated and closely monitored in coordination with the Mental Health Vendor. This includes offenders placed on suicide precautions and offenders who have made suicide attempts. The Vendor must also register those with serious mental illness using the DACS Chronic Care Registry.
- Offenders in a Diagnostic or Therapeutic “Pipeline” – The Vendor must have a Case Management system for those offenders who are pending appointments for diagnostic or therapeutic treatment or who are in the course of critical treatment such as for
serious cardiac problems, chemotherapy or radiation therapy for cancer, or scheduled
for diagnostic testing to rule out suspected serious conditions to ensure that all
appointments both inside the institution and off-site do not run into barriers. Case
Management reports must be provided to the Bureau Chief on a weekly basis.
• Special Needs offenders are defined as those offenders with complicated medical
issues that are exacerbated by mental health issues (or co-occurring disease) or those
offenders with complicated mental health diagnoses that led to or have the potential for
medical involvement (multiple PCO admissions, cutting or other self-injurious behaviors,
etc.). The Vendor medical providers shall lead multidisciplinary conferences on Case
Managed Special Needs Offenders as necessary to coordinate medical, dental, nursing,
and mental health care (or any combination of these services to ensure timely and
appropriate care for these offenders. The medical and mental health providers will
participate in these multidisciplinary team meetings to discuss treatment and
management of these offenders. These team meetings will identify objective and
measurable entry criteria for enrollment on the special needs roster and will identify
objective measures of treatment progress and will identify exit criteria based on
accomplishment of progress along the treatment plan. The Vendor shall authorize
accommodations after coordinating with Security staff for special needs offenders with
disabilities or medical conditions that require them. The Vendor must have a written
plan for evaluation, providing accommodation, and for periodically reviewing
accommodations to determine any change in status of the offender. The Vendor’s
medical providers and support staff must use the forms and format for accommodations
provided by the DDOC.

c. Acute Care and Trauma
Whenever an offender presents at health care with a medical emergency or a medical
emergency is reported to health care from anywhere in a site an emergency response team
must immediately respond. The purpose is immediate stabilization and determination of proper
course of care, on-site, or through the available off-site network of providers. The DDOC
policies, site-specific procedures and protocols for emergency response and triage must be
approved by the Bureau Chief.

d. Special Diets
Appropriate diet is critical to providing health care services and sufficient dietary services and
staffing helps to reduce offender health care needs and problems. The Vendor’s dietician will
establish dietary menus sufficient to address the dietary and medical needs of the population
but also designed to maintain costs. The Vendor’s staff will monitor and make recommendations
for offenders with regard to medical diets (diabetic, chronic care, pregnancy, oral surgery, etc.)
and in accordance with the menus established by the dietician. The Vendor’s staff is responsible
for coordinating medical diets with the DDOC’s food service unit. Diets must be prescribed in
accordance with the Manual of Clinical Dietetics and the Manual of the American Dietetic
Association in cooperation with the DDOC food services unit. The Vendor’s dietician is
responsible for educating offenders in the area of diet needs, consumption, and commissary.
The Vendor’s dietician serves as the link between the medical unit, the offender, and the food
service unit.

e. Kitchen Clearance/Offender Worker Examinations
The Medical Services Vendor’s staff shall ensure that all offenders whose work assignments involve food handling are free from diseases transmissible by food or utensils or other means. Medical Vendors shall provide initial clearance as well as annual food service screening to offender workers who are involved in the handling, preparation and/or serving of food. These encounters will be documented in the offender medical record and results communicated to appropriate on-site staff and the Vendor’s health unit at that site.

f. Boot Camp Clearances/Other Clearances
The Vendor shall ensure that clearances for Boot Camp requested by the DDOC are provided within 5 days of the request for clearance. The Vendor shall be responsible for any clearances requested by the DDOC and they must be provided within the requested time period.

5. Specialty Consultation and Referral to Specialty Services for Emergent, Urgent, and Routine Care
a. The Medical Vendor’s medical providers shall be responsible for making appropriate referrals to specialty service providers which may be through subcontractors. The DDOC shall determine the appropriate time frames for referral, scheduling and appointment completion.

b. The Vendor will designate a Care Manager who will coordinate with the DDOC for obtaining approval for referrals to inpatient and outpatient care and be a single-point of contact to arrange appointments. Additionally, the Vendor will coordinate Care Management services for offenders confined in an acute care hospital. The Vendor will receive daily updates from the off-site Care Management Services of the off-site facility regarding the status of the offender and forward this information to the DDOC Medical Director or designee.

c. The Specialty Consultation Administrator – The Vendor shall provide an Administrator of the Specialty Network. The Vendor’s Network Administrator shall recruit and maintain specialty providers to care for offenders and meet regularly and as needed with the DDOC Medical Director and Bureau Chief and such other DDOC staff or service Vendors to coordinate on-site and off-site services.

d. Pre-Authorization System – The Vendor shall provide a pre-authorization system that facilitates timely access to care for those offenders with serious medical needs, and also reviews the care requested by the medical or mental health staff to ensure the care requested is:

- Consistent with accepted clinical pathways established for evidence based care;
- The most conservative acceptable approach to provide needed care to adequately address the serious medical need;
- Quickly redirected if acceptable, lower cost alternatives are available;
- Physician-driven such that only a physician may determine requested care to be medically unnecessary or inappropriate given the particular facts in the individual case, and only a physician may redirect care;
- Has direct physician-to-provider discussion on any care the reviewing physician feels may be medically unnecessary or should be redirected such that the clinical picture is fully understood by the reviewing physician, and the concerns of the reviewer are fully understood by the referring provider. If the primary care provider agrees after discussion with the reviewing physician that the care is unnecessary or should be redirected, s/he must document that in the offender health record. If the primary care
provider does not agree with the reviewing physician, s/he must immediately initiate
the appeal process;

• Incorporates an appeals system that is time sensitive and that allows the primary care
provider to appeal a case, along with his/her supervisor, to a committee of physicians
overseen by the DDOC Medical Director or DDOC Medical designee. In addition to the
DDOC Medical Director or DDOC Medical designee, the committee shall be composed
of (at a minimum):
  • The referring primary care provider
  • The primary care physician’s supervisor
  • The reviewing physician
  • The DDOC Medical Director or DDOC Medical designee will be the final arbiter in all
cases.

e. Network Service Providers – The Vendor shall provide access to the following clinical out-
patient medical services, in-patient medical services, and clinical support services at rates
reduced from usual and customary charges:

  • Statewide ambulance service such that emergency numbers and protocols for each of
    DDOC’s facilities are established in conjunction with the Medical Director and Bureau
    Chief.

  • Access to emergency rooms across the State, especially in proximity of and convenient
to the DDOC facilities.

  • Statewide laboratory and radiological services that have agreed to be members of the
    Delaware Health Information Network (DHIN) such that any laboratory testing or
    imaging studies required for any offender can be provided in a timely way and at low
    cost. The test reports must be able to be provided electronically to the DDOC
    highlighting abnormal values for rapid response, and must be backed up by paper
    copies.

  • Community-based physician specialists in all medical sub-specialties (note the most
    frequently utilized specialists listed in Appendix F, (Historical Off-Site Specialist
    Consultations).

    • On-site specialist clinics for the most utilized specialties to decrease off-site
    travel as much as possible.

    • Specialist support of, and physical plant accommodation for, a telemedicine
    base station if the DDOC initiates a telemedicine system.

    • In-patient acute hospital care, including critical care when required. Surgeries
    and procedures will be performed in an out-patient venue whenever possible, as
    opposed to in-patient hospitalization. The Vendor is encouraged to negotiate with
    community hospitals to provide a secured unit for any hospital that has sufficient
    volume such that two officers may manage the security concerns of more than
    one prisoner. Any negotiations must include at a minimum, the Bureau Chief and
    representatives of the facility warden’s staff at proximate DDOC facilities.

    • Statewide radiology services for diagnostic and treatment purposes for any
    procedures that cannot be performed on-site. The films and or studies must be
    interpreted within 24 hours, and immediately conveyed if there are positive
    findings and be available using the DHIN system.

    • Statewide physical therapy services to support offender needs. Whenever
    possible, the physical therapy evaluation should be performed on-site. The
physical therapist must set up programs that can be maintained by the Medical Services Vendor’s nursing staff on-site, unless physically not possible.

- Acute psychiatric emergencies. To ensure that there is coverage for those situations which may occur at DDOC facilities related to psychiatric crisis.

f. On-site Dialysis Services

- The Vendor will be responsible for providing a nephrologist to manage a 4-bed/chairedialysis unit located within the James T. Vaughn Correctional Center (JTVCC) infirmary. JTVCC has 4 dialysis machines and provides treatments to male dialysis offenders on a schedule of 3 times per week. The Vendor will be responsible for maintaining the dialysis machines and supply the consumable supplies for dialysis.

- Baylor Women’s Correctional Institution (BWCI) and the Level 4 facilities have no dialysis capability. The Vendor will accommodate treatment for any female or Level 4 offender needing dialysis during the course of the contract either by providing a portable dialysis machine for BWCI or by access to community dialysis if a portable dialysis machine cannot be obtained.

- Included in the on-site services shall be:
  - An initial assessment of each dialysis offender;
  - An individualized care plan for each offender requiring dialysis;
  - A monthly follow-up visit for each offender requiring dialysis; and
  - Evaluations of offenders whose condition may make them candidates for renal transplant.

 g. Infectious Disease Services – The Vendor must provide:

- Infectious disease management services that meet professional standards consistent with the NCCHC, ACA, the Delaware Division of Public Health, recommendations from the CDC as interpreted for offenders by the Medical Director, Bureau Chief, as well as the DDOC’s policies as they relate to infectious disease diagnosis and treatment.

- Offender infectious disease management through one or more Board Certified Infectious Disease Specialist(s) or, at a minimum, be supervised by a Board Certified Infectious Disease Specialist(s).

- Comprehensive oversight and medical care to those with HIV/AIDS, Hepatitis C, and other infectious diseases.

- Proper and appropriate documentation of services and record keeping, including written recommendations to the DDOC Medical Director or DDOC Medical designee on necessary formulary additions with updates as required by advancing pharmacology.

h. Woman’s Health Care Services –

- The Vendor shall provide the following woman’s preventative health care services:
  - Cervical Cytology and PAP slides
  - Mammography

- The Vendor shall provide the following woman’s health care services:
  - Regular prenatal care
  - Post-partum care and post-partum depression screening
  - Pregnancy testing on Intake Screening and as necessary
  - Neonatal care
• Education on the care of infants
• Pregnancy counseling
• Health education
• Coordination with community programs and social services

i. The Vendor shall provide the following support services on-site at the local facility:
   • Laboratory support, as needed, for laboratory studies needed;
   • Baseline and diagnostic chest x-rays and in the case of requests for the possibility of active tuberculosis, within 48 hours of request;
   • Necessary office and medical supplies required for the ongoing operation of all facility clinic operations;
   • The Medical Services and Mental Health Services Vendors will provide joint case conferencing on active offenders on a regular basis. The Vendor’s social workers, mental health staff and nursing staff will be active participants in the post-discharge planning activities to ensure smooth transition to the State Medicaid Waiver or other appropriate Program.

6. Telemedicine Support – As telemedicine becomes available, all on-site Vendor’s clinical providers and ancillary staff, and all off-site specialties engaged by the Vendor shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor will include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.

7. Nursing Services
   a. Initial Intake Screening (performed in Booking & Receiving)
      • A Registered Nurse shall perform an Initial Intake Assessment within 2 hours of an offender’s arrival at each of the DDOC facilities, documenting the results in the Delaware Automated Correction System (“DACS”) Intake module. An LPN may not be substituted in this position. Failure to perform within the 2 hours or by an LPN will incur a penalty of $250 per episode as a Management Fee price adjustment.
      • During the Initial Intake a Screening Tuberculosis skin test by intradermal PPD injection will be placed. If symptoms suggest active tuberculosis the offender will be referred to a negative pressure room in the infirmary area until a chest x-ray can be obtained and a medical evaluation by a physician performed. Follow-up interpretation of the TB Skin Test will be scheduled in Sick Call within 72 hours. A Mental Health, PREA and Suicide Risk Assessment will be performed and immediate Mental Health referral if an offender is identified as high-risk for suicide or victimization. Female offenders will have a urine dipstick pregnancy test. If the pregnancy test is positive the urine sample will be sent for drug testing. All offenders will be given a Point of Care CLIA-waived 12-panel Drug Screening. If a male or female offender is identified as using drugs or alcohol confirmatory urine will be sent for drug testing. All offenders will be assessed for ectoparasites in accordance with policy established by the DDOC’s BCHS. The Intake RN will document all confiscated medicines and disposition of those medicines confiscated.
• All offenders entering the DDOC will be initially processed at one of the facilities named below. The expectation is that the Vendor will provide a seamless transfer screening process that allows for continuity of care and review of health records for all offenders. Consideration should be given to the diverse facilities and complexity of transfers on a statewide level from a variety of security levels. In exceptional cases where an offender bypasses, e.g. bedside booking at an outside medical facility, or is incompletely processed at a site booking and receiving area, full Intake services are to be performed at the next site where the offender has arrived in accordance with DDOC policies specified in this section.

Howard R. Young Correctional Institution (HRYCI)
James T. Vaughn Correctional Center (JTVCC)
Sussex Correctional Institution (SCI)
Baylor Women’s Correctional Institution (BWCI)
Sussex Violation of Probation Center (SVOP)
Sussex Community Corrections Center (SCCC)
Central Violation of Probation Center (CVOP)
Morris Community Correctional Center (MCCC)
Plummer Community Correctional Center (Plummer)
John L. Webb Correctional Facility (WCF)
Hazel D. Plant Treatment Center (HDPTC)

• All admission processes are to be documented in DACS. Health record entries of offender problems and directives for appropriate care are the responsibility of all clinical health care personnel.

b. Offender Sick Call

• Sick Call must be available at all facilities. Sick Call Triage must be performed 7 days per week with urgent or emergent care available 7 days per week; routine sick call care must be available during weekdays, excluding weekends and holidays. All Sick Calls must be performed by an RN, APN/PA or physician, regardless of housing location. An LPN may not perform Sick Call duties.

• If an offender’s security status precludes attendance at Sick Call, arrangements shall be made to provide Sick Call services at the place of the offender’s confinement (i.e. offenders housed in administrative segregation units and other restricted housing units).

• The DDOC is committed to providing Security support to ensure timely and confidential face-to-face access to offenders for the actual Sick Call encounter. RN’s accompanied by Security will make rounds daily to all offenders in restricted housing. At the discretion of the nurse, Security will open individual cell doors to provide access to offenders. Additionally, as necessary, offenders will be brought out of these areas to clinical areas for proper assessment. Prior to removal of offenders from closed security to clinical settings for routine care, special permission and arrangements must be sought from the DDOC Security staff at the site as practicable.

c. Sick Call Triaging of Offender Care

• The Vendor shall establish appropriate triage mechanisms to be utilized for daily offender care. The Vendor shall ensure that each facility has procedures in place that enable all offenders (including those in segregation and/or closed security units) to submit requests for health care services daily including weekends and holidays.
Offender Sick Call request forms shall be deposited in locked boxes or kiosks at a designated location at each facility. The Vendor shall collect the requests daily. Site-specific procedures will determine the collection time and staff.

Offender Sick Call request forms shall be reviewed by an RN, APN/PA or physician. An LPN may not be substituted in this position. Failure to review the request by an RN, APN/PA or physician will incur a penalty of $250 per episode as a Management Fee price adjustment.

All medical, dental and mental health request forms shall be reviewed and triaged within 24 hours of the form being collected, signed, time and date stamped and entered into the DACS system daily including weekends and holidays. Referrals for appropriate treatment will be made at that time and entered into the DACS Scheduling module. All medication requests shall have a face-to-face encounter with the appropriate health care provider.

On days that the dental staff is not available to provide Sick Call, a RN, APN/PA or physician will screen the Sick Call form. If not an emergency, follow-up with the appropriate dental clinician will occur within 72 hours.

All requests for Mental Health Sick Call shall be triaged by the Sick Call Triage RN, APN/PA or physician will screen within 24 hours of the request. If the request is of an emergent nature, and if the mental health staff is not on duty at the time of receipt of the urgent or emergent request, the on-call psychologist or psychiatrist will be contacted regarding the specific offender of concern. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

All documentation of the triage, examination and subsequent treatment will be entered into DACS and printed documents should be placed in the offender medical record. After Triage, all of the Sick Call request forms will be collected by BCHS.

Health care staff comprised of at least one RN must be on duty 24 hours a day, 7 days a week at each Level 5 correctional facility and available 24 hours a day, 7 days a week by telephone at Level 4 facilities. The Vendor shall provide training for DDOC Security staff in appropriate medical and mental health referral procedures including CEIT classes as requested by BCHS.

d. Infirmary Management and Services

The Vendor shall utilize infirmary units to the fullest extent consistent with acceptable medical standards. There are infirmaries in the four level 5 DDOC facilities with an additional infirmary pending for Level 4 offenders in the near future. Each proposal should include the addition of the Level 4 infirmary in their pricing. The Vendor, with Security involvement may request from the DDOC BCHS a temporary offender transfer for infirmary offenders to the nearest infirmary when there is not one available at a particular institution.

A physician shall be on-call 24 hours a day, 7 days a week and must come on-site as needed to make assessments, write orders, or provide care. Supervision of the infirmary shall be by an on-site RN, 24 hours per day, and 7 days a week. A sufficient number of appropriate health care personnel will be on duty, as dictated by Appendix G (Vendor Staffing Requirements) as well as by clinical need. In no case will the on-duty infirmary staff be less than 1 RN nurse per shift. An LPN cannot be substituted in this position.

Immediately upon arrival in the infirmary area, all offenders, medical and mental health staff, shall have a documented physical examination resulting in admission orders. Completion of a nursing care plan shall occur within 24 hours of admission to the
infirmary. All encounters by every member of the medical and mental health will be
documented on the offender medical record.

- Admission to and discharge from the infirmary will require the order of a physician or
APN/PA. The physician or APN/PA must sign admission notes and discharge treatment
plans. This will be required for each infirmary stay.

- Infirmary rounds shall be conducted by a RN on each shift (including weekends and
holidays) and by a physician or APN/PA four times a week for acute patients, weekly for
observation and housed patients.

- The Vendor’s written protocols for infirmary care must be approved by the Medical
Director and Bureau Chief.

- Those offenders requiring care beyond the capability of the infirmary shall be
hospitalized at licensed outside medical facility.

- The Vendors Regional Medical Director will provide daily physician to physician (sign-
out style) reports including condition, diagnosis, treatment plan, medications, prognosis,
and discharge planning to the BCHS Medical Director and clinical status/progress on all
hospitalized offenders.

e. Annual Health Care Screening

- Annual health care screening must be provided for offenders as required in NCCHC
and ACA Standards and the United States Public Health Service Task Force on Preventive
Guidelines. Consistent with DDOC policies, health exams will be provided every other
year for offenders under the age of 40; and annually for offenders over 40 years old and
all offenders registered in the Chronic Care Clinic.

f. On-site Pharmacy System Management (to be coordinated with the Pharmacy Vendor)

- Medication Ordering and Tracking – All medications ordered by a licensed provider
shall be provided in accordance with an approved formulary, and a system for approval
of Non-formulary medications. The Vendor Nursing Services shall be responsible for
staffing the Pharmacy with an appropriately trained pharmacy technician in accordance
with 24 Del. C. § 2519 and dispensing medications to the offenders. Medications will be
dispensed at all facilities. Coordination with the orders of other health care services, e.g.
Mental Health and Dental, providers to ensure the delivery of medications is
mandatory.

- Maintenance of the Medication Administration Record (MAR) – The Vendor Nursing
Service will be responsible for documenting all medication dispensing on the Medication
Administration Record and the bound (not spiral-bound) Controlled Dangerous
Substance “Red Books”. The Vendor shall ensure that MARs are accurate and up to date
and that the MARs are filed in the offender’s charts monthly. An RN shall be responsible
for maintaining the accuracy of the MAR each shift. LPN’s may dispense medications.
The RN on the following shift is responsible for ensuring that any inaccuracies on the
MARs from the previous shift are corrected. The current MAR for each offender will be
provided (or a photocopy of the current MAR) provided at each medical encounter for
reconciliation by the Medical Provider.

g. Coordination of Medical Vendor’s on-site pharmacy system with that of the off-site Pharmacy
Services Vendor – The Medical Vendor shall ensure that daily medications are dispensed at the
prescribed dosing schedule to each individual offender within one hour of the time the
medication was given the previous day. Post-meal blood glucose testing for diabetic offenders
will be performed at two hours post-meal for each individual offender for whom post-meal glucose testing is ordered.

8. Discharge Planning

a. Discharge planning is a priority for the DDOC and is to be conducted pursuant to DDOC policy. Of greatest concern are offenders with chronic illnesses, serious mental illness, and/or HIV/AIDS as well as women who have delivered children while incarcerated or are pregnant. It is critical that the Vendor take every reasonable effort to ensure that offenders are connected to community-based services and have a sufficient supply of prescription medication upon discharge. The process should begin six to nine months prior to release and include a post-release telephone follow-up call to the offender to ensure they have been able to access the needed services. The Vendor shall ensure that a psychiatrist reviews all psychiatric medications prior to discharge. Within 30 days of release, if known, the Vendor is required to provide a thorough written discharge plan including referral information and linkages to community providers for all offenders identified as special needs and mentally ill. Using the Transition Case Management Form the Vendor will develop a discharge plan with date, place, time and location of scheduled appointments is to be provided to the offender prior to discharge and a copy placed in the offender medical file. The offender is given a written Discharge Plan but does not receive copies of their medical records at release. Linkage at discharge with community mental health and public health providers is particularly important. Linkages refer to the Vendor contacting community providers and scheduling an appointment for the offender. At a minimum, discharge planning must include, as applicable:

b. Discussion with the offender about discharge;
   - Medicaid/Medicare/Exchange Marketplace eligibility determination and application submission/coverage;
   - Obtaining of social security number, as required for access to coverage above;
   - Linkage referrals to community services; and
   - Prescription medication supply.

c. The Vendor shall ensure that all offenders requiring discharge prescription (not O-T-C) medication will be dispensed these medications prior to discharge (provided that medication has been requested by a physician/APN/PA prior to discharge).

9. Utilization Review

a. The Vendor shall provide integrated information concerning care – this allows effective monitoring of care management practices.

b. The Vendor must provide a Utilization Review Program that will include a monthly report to BCHS:
   - An identified percentage of all cases for medical provider review, e.g. 10% of inpatient admissions to outside community hospitals; 25% of outpatient specialty office visits to outside specialists; 10% of infirmary admissions for drug or alcohol detoxification, etc.
   - The low volume/high risk cases, e.g. all pregnant females admitted to DDOC facilities while on methadone; all self-injurious behavior cases, etc.
c. The Vendor shall provide a description of the Vendor’s review criteria as applicable for:

- Medical necessity for proposed treatment, including chemical dependency withdrawal
- Medical necessity for admission to off-site facility
- Medical necessity for admission to the infirmary
- Necessity for continued stay
- Mental health care (in-patient and out-patient)
- Necessity for surgical procedures (in-patient and out-patient)
- Case management
- Out-patient services

d. The Vendor will cooperate with and provide requested information to BCHS Utilization Review staff and Quality Assurance Staff in order to provide DDOC information on fiscal and operational efficiency of Vendor services.

10. Medical Case Management
The Vendor shall provide integrated medical information concerning care occurring outside a correction facility to keep BCHS updated daily on the diagnosis, prognosis, treatment of every offender admitted to an outside medical facility allowing security to plan and arrange for security services at the outside medical facility.

11. Dental Services

a. Dental care will be provided according to DDOC Policy and consistent with NCCHC, ACA Standards, American Dental Association standards, CDC guidelines and OSHA standards. The Vendor shall:

- Provide a dental care program, under the direction of a dentist licensed in the State of Delaware;
- Provide dental screening during the Initial Health Assessment timeframe;
- Provide a qualified health care professional or dental assistant to perform the dental screening;
- Identify offenders during dental screening as having urgent or emergent dental needs and place them on the Dental Sick Call list in DACS, for evaluation and treatment;
- Provide dental treatments, not limited to extractions, according to a system of treatment priorities determined by the dentist;
- Perform dental examination within 30 days of admission for sentenced offenders (NCCHC standard P-E-06) and within 60 days for juvenile offenders (NCCHC standard Y-E-06) and 90 days for detentioners and DUI offenders (ACA standard 1-HC-1A-17). This examination will be supported by indicated x-rays and includes instructions in oral hygiene. Only a licensed dentist may perform dental examination and treatment. If the offender has been released and re-admitted within 6 months of the last dental exam, a new exam is not required unless determined by the supervising dentist.;
- Record the results of examinations on the Dental Treatment Record and file in the Medical Record;
- Provide treatment in accordance with a treatment plan;
- Restore teeth with a filling rather than extract them whenever possible;
- Respond to dental emergencies in a timely manner;
- Perform dental prophylaxis when prescribed by the dentist;
• Make fluoride toothpaste or oral fluoride rinses available as determined necessary.

b. The Vendor shall ensure dental examinations include:
  • Charting of teeth;
  • Examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, & adequate illumination;
  • X-ray studies for diagnostic purposes are taken if necessary;
  • Extra oral head and neck examination is included with the dental exam;
  • Make arrangements for consultation with referral to specialists in dentistry or oral surgery, as needed with consultation noted in DACS;
  • Reviewing an offender’s dental history;
  • Ensure dental examination and follow-up appointments are scheduled in DACS for the dentist using the Dental Sick Call Log and prioritization for need.

c. The Vendor shall;
  • Ensure the Dental Sick Call Log is used to generate monthly statistics of dental services for Health Services Report;
  • Ensure dental services are provided following infection control practices;
  • Ensure the dental assistant performs daily sharps & tool inventory log;
  • Provide recruitment, hiring, and retention of dental staff sufficient to fill outcome requirements;
  • Provide procedures to maintain all inventory, equipment, instrument, and pharmaceutical control procedures as required by State or Federal regulations;
  • Maintain compliance with Federal and State policies and procedures regarding the handling and disposal of biohazardous and regulated medical wastes;
  • Provide in-service education and training as needed;
  • Review, approval, and support of treatment protocols, formularies, and policies as they relate to accreditation and regulatory agency requirements;
  • Provide compliance with relevant Federal and State standards for Universal Precautions and the general delivery of correctional health care.

d. The Vendor shall provide dentures/tooth prosthetics to offenders requiring them in accordance with DDOC policy E-06 Oral Care; prioritizing the need for dentures. Offenders not meeting the criteria for dentures/tooth prosthetics must have a discharge plan that includes transfer of medically relevant, dental information to facilitate the offender in acquiring dentures/tooth prosthetics in the community upon release.

12. Administration

a. Coordination and Communication with DDOC
  • To ensure that DDOC’s needs and the medical needs of the offenders are met, each Vendor must coordinate closely and communicate regularly with the Warden or designee in each facility and, with the BCHS. Coordination and communication are a priority issue for the DDOC. Many incidents, security issues, miscommunications, and insufficient or inappropriate medical care can be avoided through appropriate communication and coordination.
  • Although some communication requirements are specified in the RFP, the DDOC expects the Vendor to establish daily communication protocol with the DDOC BCHS and facility administrative staff that is approved by the Bureau Chief. The DDOC also expects
that Medical Services Vendor’s administrative staff have a single contact person in each facility and that the contact person be available in the facility on a daily basis. The Vendor is responsible for informing DDOC of a change or substitution, whether temporary or permanent, of the single contact person in each facility. The Vendor must keep the DDOC administrative staff in each facility informed of issues and problems, their resolution, special needs and special medical circumstances as well as any other pertinent medical information.

• Cooperative Interaction with Other Offender Health Services Vendors. – Each Vendor shall work cooperatively with any and all other health care Vendor(s) selected by the DDOC to provide comprehensive services to DDOC offenders such that access to care, continuity of care, and quality of care are maintained. Administrators and Clinicians will participate in such standing and ad hoc committees to coordinate Vendor activities as is determined necessary by the Bureau Chief.

• In addition, the DDOC expects the Vendor to coordinate closely with the administrative and security staff in each facility in regard to Sick Call, off-site appointments, medication distribution and other medical services. It is the Vendor’s responsibility to coordinate with the DDOC BCHS and facility administrative staff in the provision of medical services.

b. DACS Data Entry Mandatory – The Delaware Automated Correctional System (DACS) is a web-based offender management system. DACS uses Oracle Database© and Oracle© tools to store and retrieve data. Use of the DACS medical module and all the components therein is a material requirement of any health care services contract. This includes mandated data entry related to Intake, transfer, scheduling, chronic care, specialty consult, Sick Call and mental health appointments, and any subsequent additions to the medical module. Initial training on the system will be provided by DDOC staff. Follow up training to be provided by the Vendor.

c. Human Resources Management

• Obligation for Facility Health Unit Administration – Each Vendor shall identify a management staff member for each facility who shall be responsible to the Vendor for corporate and administrative functions related to contract implementation and for liaison activities with the Bureau Chief, with his/her job description subject to advance written approval by Bureau Chief. The Vendors are responsible for daily communication with the BCHS according to the established protocols for communication developed by the Vendor and approved by the Bureau Chief.

• Recruitment and Retention – The Vendor is responsible for providing staff to the DDOC under this solicitation and must have a continuously active recruitment and retention operation designed to attract qualified health professionals and keep all positions filled, especially clinical positions. The plan must be in writing and accepted by the Bureau Chief.

• New Employee/Contractor Training and Unit Orientation

  • Each Vendor responsible for providing staff under this solicitation must have a written New Employee Orientation and Training Plan and a system for quickly moving new employees through the training. The Vendor must work closely with the Bureau Chief to coordinate Vendor’s orientation and training programs with DDOC mandatory new contractor training/orientation modules. In addition, the Vendor must have a system for privileging licensed and certified health care professionals that targets essential basics for safe offender care. A program for
clinical skills update for all health professionals is also required in the written plan. DDOC-approved suicide prevention training is mandatory for all on-site Vendor employees.

- As part of the plan, the Vendor must provide basic orientation training and biennial updates to DDOC officers on the recognition of altered physical or mental states associated with medical conditions.
- The Vendor will be held accountable for providing monthly updates (electronically) on DDOC staff orientation and training including specific training/orientation by facility and the individuals involved.

- Staffing
  - DDOC has provided minimal staffing requirements as set forth in Appendix G (Vendor Staffing Requirements). Staffing volume and coverage are subject to change by BCHS based on subsequent analysis of staffing needs. DDOC will not pay staffing costs for positions that are not filled. DDOC will actively monitor vendors staffing levels on an ongoing basis and make a Management Fee price adjustment to the monthly invoiced amount to eliminate payments for unfilled positions. Any adjustments will be retroactive to the date when the position became vacant and will continue until the position is filled. The vendor may propose alternative methods for enforcing adequate staffing levels.
  - The Vendor will be required to provide service coverage at all facilities based on the services stipulated in this contract.
  - Every staff position not filled will have a Management Fee price adjustment. Initial staff positions will be filled within 45 days of the contract start, and staff resignations will be filled within 45 days of the last day the staff member works. The Management Fee price adjustment will be based upon a per diem reduction of the position salary. The vendor may temporarily fill a physician/APN/PA position with a locum tenens without incurring a price adjustment or a PRN Nurse for short-term if the goal is long-term employment.

- Credentialing and Privileging of Professional Staff (initial and ongoing)
  - The Vendor responsible for providing staff under this solicitation shall have a system for credentialing and privileging staff that is approved by the Bureau Chief. Each off-site service requiring licensure and certification in the State of Delaware used by any Vendor shall have that licensure or certification on file and be in good standing without practice restrictions.
  - In addition, BCHS has a privileging process that reviews the credentials of each of the licensed providers and grants site-specific privileges to the provider.

- Work Hours Required On-Site
  - A 40-hour week is full-time. Meal breaks shall not be reimbursed. Credit for filling a post is given when an individual reports for duty at the facility to provide clinical service. Travel time is not considered as time worked with regard to the staffing hours.
  - All full-time hours shall be spent on-site at a facility, except as is otherwise expressly agreed to in writing by the Bureau Chief. Vendor must supply written documentation detailing schedules which are not consistent with the 40 hour week. Facility staffing work schedules may be modified only upon prior written agreement between the DDOC BCHS and the Vendor. The Vendor must obtain approval for any Vendor staff off-site training time. The maximum allowable training time per individual clinical staff member

32
is 40 hours per year. Staff training planned for Vendor’s non-clinical staff must be clearly presented in Vendor’s response to this RFP. The DDOC will not count staff time in attendance at off-site meetings unless so authorized in advance by the DDOC BCHS.

f. Offender Grievances and Inquiries/Complaints Regarding Offender Care

- The Vendor will respond to all complaints and inquiries received from the DDOC BCHS pertaining to health care-related problems, with a comprehensive written response to the complaint to ensure the problems are addressed and resolved. The Vendor’s site-specific procedures must mirror those of the DDOC. The Vendor must comply with all DDOC offender complaint/grievance procedures as referenced in DDOC policy. The Vendor must utilize DACS for grievance initiation and follow-up documentation.
- Each Vendor will maintain comprehensive monthly information on all grievances filed and actions taken at each institution, in the format that is specified by the DDOC and provide monthly summaries as a part of the Monthly Health Services Report. The DDOC reserves the right to review any offender complaint and the Vendor’s actions. The Vendor must implement DDOC recommendations in disputed cases. No additional costs to the DDOC will be permitted in such cases.
- The Vendor must ensure that every effort is made to resolve grievances at the local level. For every grievance that must be resolved outside an institution, at the BGO/BC level, a Management Fee price adjustment will be charged against the monthly invoice at the rate of $250 for each grievance not resolved at the local level at the discretion of the Bureau Chief.

g. Policies, Procedures, and Guidelines/Protocols

- The Vendor will follow all DDOC, BOP, BCHS policies and procedures. The Vendor will develop site-specific procedures and guidelines/protocols for all facilities at the beginning of the contract. They must be submitted to the DDOC for approval within 90 days of contract award and must meet NCCHC and ACA standards and be consistent with DDOC policies and procedures. The Vendor will provide the DDOC with a sufficient number of copies of their policies, procedures, protocols and guidelines as is necessary to supply DDOC administrators. All changes/revisions shall be supplied 30 days prior to the intended initiation of such changes/revisions and be approved by the BCHS. Copies of annual review sheets referenced in the NCCHC, ACA standards must also be supplied. All Vendor policies and procedures are subject to final approval by the DDOC.

h. Continuous Quality Improvement

- The Vendor shall have a written continuous quality improvement system showing the continuous emphasis on quality it dedicates to all programs and services provided. The program shall be evidence-based, i.e., it shall be supportable by data collected and compiled by the Vendor on all service areas it provides under this contract. While utilization plays a role in the efficiency of services provided, quality indicators in the form of Outcome Measures must be established in coordination with the DDOC to ensure both efficiency and quality. The Vendor will work with the DDOC through its quality committee to develop a common form, format, and schedule for quality improvement reporting to ensure a system and tools for monitoring Vendor’s efficiency, effectiveness, and quality of services. Monthly reporting to the Bureau Chief is mandatory and must be received prior to the Vendor receiving payment for the
reporting month. The goal is to ensure adequate access to care for offenders with serious medical illness, to improve offender outcomes, and to meet NCCHC standards.

i. Morbidity and Mortality Review
   • The Vendor providing on-site clinical staff must provide clinical participation in the DDOC Morbidity and Mortality Review Committee meetings consistent with DDOC Policy, NCCHC and ACA Standards.

j. Post-Critical Incident Review
   • The Vendor must participate in the DDOC post-critical incident review process as defined in DDOC policies.

k. Risk Management
   • Risk Management is an essential administrative adjunct component to a clinical CQI system. Data from CQI activities, Morbidity and Mortality Review, and Post-Incident Review must be analyzed to review issues and determine trends that would suggest opportunities for improvement. The Vendor shall work with the DDOC BCHS to develop and supply these reports. Reports should be free of individual offender identifiers and be used for the purpose of rapid problem identification and resolution following a business case scenario.

l. Informed Consent/Right to Refuse Treatment
   • To ensure that the offender receives the material facts about the nature, consequences and risks of any proposed treatment, examination, or procedure and the alternatives to the same, a written informed consent will be obtained according to DDOC Policy, using DDOC forms.
   • In every case in which the offender, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal must be in writing according to DDOC Policy, using DDOC forms.

m. Tool (Sharps and Equipment) Inventory and Security Clearances
   • The Vendor will provide BCHS and the Security Superintendent or designated officer of each site an inventory of tools, sharps, medical equipment and medicine on a monthly basis. The Vendor will develop and implement procedures for sharps, equipment and medicine control, including dental tools, syringes and keys that are compatible with state and Federal regulations and laws and acceptable to the DDOC. The DDOC has the right to inspect inventory logs.
   • Security/privileged information pertaining to the DDOC, institutional security, offender health care, or Vendor will only be released on a need-to-know basis after appropriate DDOC authorization or pursuant to law.
   • The Vendor will be responsible for ensuring that its personnel, including subcontractors, adhere to the DDOC's training, security and clearance procedures. Any Vendor personnel accessing DDOC and/or State information systems must adhere to all clearance procedures. Violations of information system clearance procedures may be subject to criminal or civil penalties. The Vendor and its personnel will be subject to and
will comply with all DDOC and institution security operating policies and procedures. Violations may result in the employee being denied access to the institution. In this event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply uninterrupted services.
III. Pricing and Payment

NOTE: All price terms are for evaluation purposes only and do not reflect any specific offer or acceptance until final negotiation of the contract.

Absolute transparency in contractor overhead

1. All Vendors providing on-site staffing must provide sufficient detail to their proposals so as to clearly identify all costs associated with contractual operations. Bids which do not contain the following items shall be deemed non-responsive;

   a. Staffing costs by position type and count, by facility; aggregate subtotals by position type (count and cost) by facility, and then by statewide total by position type (count and cost), and Grand Total. Each position proposed must show the hourly rate per position.

   b. Other operating costs must be estimated for Durable Medical Goods and Medical Supplies.

   c. The contract Administrative fee, while including the fixed profit percentage, must be separated out from the other costs.

   d. Each Vendor must provide information on the percentage profit they are proposing in their application.

   e. Any inflation factors intended to be used must be presented along with the justification for using them and methodology of their application.

   f. The DDOC will consider incentives proposed by the Vendor for maintaining the quality of clinical outcomes based on measurable indicators. The Vendor must be specific on the methodology for collecting measuring the outcomes and the outcomes indicators must be based on standards acceptable to the Bureau Chief, Healthcare Services.

   Note: The State highly encourages modifications to this model if, and only if, there is a clear advantage to the State. The Vendors must propose any modifications to the proposal. For example; Vendors may submit pricing models that include discounts to the State for longer term contracts; models that include incentives for documentable events such as maintaining no backlog of dental or medical services, all sick call visits resolved within 24 hours of request, etc.; or models with and without penalties for staffing shortages, service backlogs, etc. Such models must have the same transparency as the pricing model above, including clear declaration of the costs and profit margins anticipated by the model.

2. Vendor pricing shall be as follows:

   a. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided plus management fee per offender per month. Separate proposals offering other pricing options of markup percentage (%) or service fee per offender or service may also be offered and are encouraged.

   b. Alternative cost proposals may be offered in addition to the form and format required. DDOC also highly encourages proposals which allow for a price reduction in exchange for a long-term contract of various lengths.
c. Management fee per offender per month – Management fee will include the cost of the entire program, e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include this option).

d. Mark-up percentage (%): Vendor, at its discretion may present sliding percentage based upon total annual net service expense and contract length.

e. Vendor's price adjustments will be restricted to the base cost of the service provided. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per offender unless originally specified as an annual escalator in a multi-year proposal.

f. Any rebates or discounts will not be shared, but must be identified as part of the pricing structure.

g. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor's providers or suppliers.

h. Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.

3. Service Fee per offender – Service fee will include the cost of the entire program, e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of product and ongoing service of the contract (i.e. one-time start-up costs).

4. Specialty Consultation

a. Costs associated with the provision of the network must be separately identified in the pricing proposal. The State prefers a cost-based model of services plus a visible fixed administrative/management fee which includes overhead and profit. A standard percentage of Medicaid charges are preferred for all services but the Vendor’s proposal must offer discounts below standard reasonable and customary charges.

b. The cost mechanism will be a cost-based system that provides incentive to reduce the costs of care.

Note: Again the State highly encourages modifications to this model if, and only if, there is a clear advantage to the State.

5. Offender Health Insurance

a. The Vendor will have a plan to seek and obtain payments and reimbursement from third-party insurers for those offenders who are covered by health insurance including Medicaid. The Vendor will credit the DDOC 100% of Medicaid costs. These credits will be included with the Vendor's basic medical monthly services invoice/credits and will be clearly noted.

b. The Vendor shall gather the information needed to process claims and retain such information for auditing and inspection by DDOC. The Vendor is invited to propose alternative
methods, subject to the approval of the DDOC for retrieving and accounting for insurance re-

imbursements provided to cover offender healthcare services.

IV. Required Information
The following information shall be provided in each proposal in the order listed below. Failure to
respond to any request for information within this proposal may result in rejection of the proposal at
the sole discretion of the DDOC.

A. Minimum Requirements
1. Delaware business license: Provide evidence of a Delaware business license or evidence of an
application to obtain the business license.

2. Professional liability insurance: Provide evidence of professional liability insurance in the amount of
$5,000,000.00.

3. Vendors must demonstrate that they have had at least 3 years’ experience in correctional health care
or 3 years’ experience in medical, dental, pharmaceutical, Medical Specialty Consultation, Woman’s
health care and utilization review in Delaware.

B. General Evaluation Requirements
1. Corporate Experience: Company's overall related work experience which meets qualifications of the
RFP, experience in providing correctional health care programs for offender populations up and
exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO
accredited or providing health care in Delaware; experience in utilization management and in producing
cost savings while maintaining appropriate offender outcomes. Experience should be demonstrated by
providing information separately for infirmary and hospital care in the following areas:

• Admissions per 1,000 offenders or offenders: infirmary, hospital
• Offender days per 1,000 offenders or offenders: infirmary, hospital
• Average length of offender stay: infirmary, hospital
• Average length of offender chemical dependency withdrawal
• Chemical dependency withdrawal per 1,000 offenders or offenders
• If the Vendor has clinical experience in Delaware, the Vendor must provide the above based
information on that clinical experience.

2. In addition, the Vendor should provide a brief description of current or past services similar to those
proposed, indicating success of those services and target population served by the Vendor. Include the
number of offenders (offenders) served and a brief description of the types of services provided. Include
a summary of the Vendor’s current and recent history of past performances related to correctional or
clinical health care including all contracts awarded in the past five years.

• Indicate capacity to successfully manage proposed services.
• Specify corporate experience in providing correctional or clinical health care. Include in your
discussion the number of employees in the firm, annualized dollars of payroll, and number of
years in business.
• Specify facilities that the Vendor operates that are currently accredited and non-accredited.
Include the following information:
  • Name of facility, accrediting agency (e.g., ACA, NCCHC, JCAHO), and dates of re-
    accreditation. List any facilities that have lost accreditation and the reason why.
3. Quality of Response: Understanding of project requirements and ability to clearly describe how their program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan is given particular requirements of the Delaware correctional system. In addition, pricing models will be considered.

4. Corporate Capability: Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP. Financial stability should be demonstrated through production of balance sheets and income statements or other generally accepted business record for the last 3 years that includes the following: the Vendor's Earnings Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.

- In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discusses how the restructuring will impact the Vendor's ability to provide services proposed. Also disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The DDOC reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the course of the contract. Include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

5. Price: Relative cost-effectiveness of service offered in the proposal based on the total dollar figure for delivery of all services for the contract period. Explains how pricing model affords lowest cost without sacrificing quality. "What if" scenarios should be run to fully evaluate each proposed model should actual prices be above or below the proposed target. The transparency of the different pricing models will also be considered.

6. References: Verified customer and subcontractors' references from similar operations based on the reported degree of satisfaction of services. Consider significance of reported performance against contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC or similar standards in correctional systems of similar scope.

V. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP - This RFP is available in electronic form through the State of Delaware, Government Support Services website at [http://bids.delaware.gov](http://bids.delaware.gov). Paper copies of this RFP will be available upon written request sent to:
B. Public Notice

1. Public notice has been provided in accordance with 29 Del. C. § 6981.

2. No Press Releases or Public Disclosure-Vendors may not release any information about this RFP. The DDOC reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware or the DDOC with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DDOC.

C. Assistance to Vendors with a Disability – Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

D. RFP Designated Contact

1. All requests, questions, or other communications about this RFP shall be made in writing to the DDOC. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP designated contact.

2. To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. Consultants and Legal Counsel – The DDOC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors’ responses. Vendors shall not contact the DDOC consultant or legal counsel on any matter related to the RFP.

F. Contact with State Employees – Direct contact with DDOC employees other than the DDOC Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.
G. Organizations Ineligible to Bid – Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended by the Federal government, any state or municipality is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

H. Exclusions
1. The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor or its principals who:
   a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
   b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State Vendor;
   c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
   d. Has violated contract provisions such as:
      • Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      • Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
      • Has violated ethical standards set out in law or regulation;
      • Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations, and
      • Has been found liable for violations of any State or Federal False Claim Act.

I. RFP Submissions – Acknowledgement of Understanding of Terms – By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

J. Proposals
1. To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. DDOC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 11 paper copies and 11 electronic copies on CD.
2. All properly sealed and marked proposals are to be sent to the DDOC and received no later than 4 PM EST on October 18, 2013. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

   James C. Welch, RN, HNB-BC,
   Department of Correction
   245 McKee Road Dover, DE 19904
3. Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 4 PM EST on October 18, 2013. Any proposal received after this date and time shall not be considered and shall be returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

4. Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

K. Proposal Modifications – Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

L. Proposal Costs and Expenses – The DDOC will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Vendor’s conference, system demonstrations or negotiation process.

M. Proposal Expiration Date – Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through six months. The DDOC reserves the right to ask for an extension of time if needed.

N. Late Proposals – Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

O. Proposal Opening

1. The DDOC will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the DDOC personnel. Any unopened proposals will be returned to Vendor.

2. There will be no public opening of proposals but a public log will be kept of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Vendors prior to contract award.

P. Non-Conforming Proposals – Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOC.

Q. Concise Proposals – The DDOC discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware’s interest is in the quality and responsiveness of the proposal.
R. Realistic Proposals
1. It is the expectation of the DDOC that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

2. The DDOC shall bear no responsibility or increased obligation for a Vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

S. Confidentiality of Documents
1. All documents submitted as part of the Vendor’s proposal will be deemed confidential during the evaluation process to the extent permitted by law. Vendor proposals will not be available for review by anyone other than the DDOC/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor’s information to a competing Vendor prior to award of the contract unless required by law.

2. The DDOC is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under State law, the majority of DDOC’s records are presumptively confidential. See 11 Del. C. § 4322 and are usually not subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the DDOC and a decision on contract award is made, its contents may become public record and nothing contained in the proposal will be deemed to be confidential unless supported by law.

3. Vendor(s) shall not include any information in its proposal that is proprietary in nature or that it would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit any required proprietary information in a separate, sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002(g), and briefly stating the reasons that each document meets the said definitions. The opinions of Vendor’s legal counsel shall not be binding upon DDOC.

4. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOC will open the envelope to determine whether the procedure described above has been followed.

T. Multi-Vendor Solutions (Joint Ventures)
1. Multi-Vendor solutions will be allowed only if one of the venture partners is designated as the “prime contractor”. The “prime contractor” must be the joint venture’s contact point for the DDOC and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the DDOC, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the
work. Further, Vendor shall be and remain liable for all damages to the DDOC caused by negligent
performance or non-performance of work by its subcontractor or its sub-subcontractor.

2. Multi-Vendor proposals must be a consolidated response with all cost included in the cost summary.
Where necessary, RFP response pages are to be duplicated for each Vendor.

U. Primary Vendor

1. The DDOC expects to negotiate and contract with only one “Primary Vendor”. The DDOC will not
accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on
this RFP. The Primary Vendor will be responsible for the management of all subcontractors.

2. Any contract that may result from this RFP shall specify that the Primary Vendor is solely responsible
for fulfillment of any contract with the DDOC as a result of this procurement. The DDOC will make
contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole
responsibility of the Primary Vendor.

V. Sub-Contracting

1. The Vendor selected shall be solely responsible for contractual performance and management of all
subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume
all responsibility for work quality, delivery, installation, maintenance, and any supporting services
required by a subcontractor.

2. Use of subcontractors must be clearly explained and identified by name in the proposal. The Primary
Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors
are used. Use of subcontractors must be clearly explained in the proposal, and subcontractors must be
identified by name. Any subcontractors must be approved by DDOC. DDOC may unilaterally terminate
any approved sub-contractor through the procedures set forth in the termination provisions set forth at
paragraph VI(J)(5)(o) and (p).

3. Any sub-contractors must be approved by DDOC.

W. Multiple Proposals – A primary Vendor may not participate in more than one proposal in any form.
Sub-contracting Vendors may participate in multiple joint venture proposals.

X. Discrepancies and Omissions

1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining
this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find
discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise
concerning this RFP, Vendor shall notify the DDOC’s Designated Contact, in writing, of such findings at
least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will
also help prevent the opening of a defective proposal and exposure of Vendor’s proposal upon which
award could not be made. All unresolved issues should be addressed in the proposal.

2. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if
these faults have not been brought to the attention of the Designated Contact, in writing, no later than
ten (10) calendar days prior to the time set for opening of the proposals.
Y. RFP Question and Answer Process

1. The DDOC will allow written requests for clarification of the RFP. Requests may be submitted either electronically to DOC_MedicalMail@state.de.us or by mail. All questions will be consolidated into a single set of responses and posted on the Government Support Service’s website at http://bids.delaware.gov by 12:00 PM each Friday, with final set of consolidated answers posted by 4:00 PM EST on Friday, October 11, 2013. Vendors’ names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

   - RFP Section number
   - Page number, Paragraph number
   - Text of passage being questioned
   - Question

2. Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Written questions will be accepted during the mandatory pre-bid meeting. Written questions will also be accepted until 4:00 PM EST on October 4th, 2013.

Z. DDOC’s Right to Reject Proposals – The DDOC reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the DDOC’s specifications or Vendor’s response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the DDOC may deem necessary in the best interest of the DDOC.

AA. DDOC’s Right to Cancel Solicitation

1. The DDOC reserves the right to cancel this solicitation or portions thereof at any time during the procurement process, for any reason or for no reason. The DDOC makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

2. This RFP does not constitute an offer by the DDOC. Vendor’s participation in this process may result in the DDOC selecting the Vendor’s organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DDOC to execute a contract nor to continue negotiations. The DDOC may terminate negotiations at any time and for any reason, or for no reason.

BB. State’s Right to Award Multiple Source Contracting – Pursuant to 29 Del. C. § 6986, the DDOC may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

CC. Notification of Withdrawal of Proposal

1. Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the DDOC prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.
2. Proposals become the property of the DDOC at the proposal submission deadline. All proposals received are considered firm offers at that time.

DD. Revisions to the RFP – If it becomes necessary to revise any part of the RFP, an addendum will be posted on Government Support Service’s website at http://bids.delaware.gov. The DDOC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, Vendor or its agents.

EE. Exceptions to the RFP – Any exceptions to the RFP, or the DDOC’s terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

FF. Award of Contract

1. The Proposal Evaluation Team shall report to the DDOC its recommendation as to which Vendor(s) the DDOC should negotiate for a possible award. The DDOC may negotiate with at least one of the qualified Vendors and may negotiate with multiple Vendors at the same time. Once negotiations have been successfully concluded, the DDOC shall notify the Vendors of its selection(s). The DDOC has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

2. Notice in writing to a Vendor of the acceptance of its proposal by the DDOC, the subsequent full execution of a written contract and execution of a Purchase Order will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of these events. All Vendor(s) will be notified of their selection status.”

VI. Proposal Evaluation Procedures

A. Basis of Award:

1. The DDOC shall award this contract(s) to the most responsible and responsive Vendor(s) who best meets the terms and conditions of the proposal. The award will be made on basis of corporate experience, corporate capability, and quality of the Vendor’s response, price and references. The DDOC is looking for best quality and value.

2. The DDOC reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to the best value Vendor(s).

B. Proposal Evaluation Team – The Proposal Evaluation Team comprises of a group with expertise in health care, procurement, contract management, budgeting, and technical operations. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Team shall make a recommendation regarding the award to the Commissioner of Correction who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful Vendor in the best interests of the State of Delaware.
C. Requirements of the Vendor(s):

1. The purpose of this section is to assist the Proposal Evaluation Team to determine the ability of the organization to provide the services described in the application. The response should include:
   a. Brief history of the organization, including accreditation status, if applicable.
   b. Applicant’s experience, if any, providing similar services. At least three references are required.
   c. Brief history of any subcontractors of the organization, if applicable. At least three references of subcontractor, if applicable.
   d. Financial information to demonstrate financial stability and capability to carry of the requirements of the RFP including but not limited to the Vendor’s Earnings Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings in the form of balance sheets, income statements or other generally accepted financial forms for the past three years.
   e. Describe the methodology/approach used for implementing services including a work plan and time line.

D. Criteria and Scoring:

1. Proposal Selection Criteria

   a. The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor’s proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

   b. The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of DDOC to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Vendor and participate in the Proposal Evaluation Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

   c. The Team reserves the right to:
      - Recommend for contract or for negotiations a proposal other than that with lowest costs.
      - Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
      - Waive or modify any information, irregularity, or inconsistency in proposals received.
      - Request modification to proposals from any or all Vendors during the contract review and negotiation.
      - Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
      - Select more than one Vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:
        - By type of service
a. All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Proposal Evaluation Team to evaluate proposals:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Experience</td>
<td>Company's overall related work experience which meets qualifications of RFP, experience in providing correctional health care programs for offender populations exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO accredited or experience in Delaware in the different services; experienced in utilization management and in producing cost savings while maintaining appropriate offender outcomes</td>
<td>10</td>
</tr>
<tr>
<td>Quality of Response</td>
<td>Understanding of project requirements and ability to clearly describe how their program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan is given particular requirements of the DE correctional system</td>
<td>10</td>
</tr>
<tr>
<td>Corporate Capability</td>
<td>Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP</td>
<td>10</td>
</tr>
<tr>
<td>Price</td>
<td>Relative cost-effectiveness of service as compared to other Vendors based on the total dollar figure for delivery of all services for the contract period. Explains how pricing model affords lowest cost without sacrificing quality. &quot;What if&quot; scenarios should be run to fully evaluate each proposed model should actual prices be above or below the proposed target. The transparency of the pricing models will also be considered</td>
<td>10</td>
</tr>
<tr>
<td>References</td>
<td>Verified customer references from similar operations based on the reported degree of satisfaction of services. Consider significance of reported performance against contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC or similar standards in correctional systems of similar scope</td>
<td>10</td>
</tr>
</tbody>
</table>

Maximum Total Score

50
E. Cost Proposal

1. Both “full risk” and “shared risk” pricing models are acceptable to the DDOC. Fixed administrative fees for management services are also acceptable so long as a clear and concise statement explaining how such costs are calculated is included. Vendors are encouraged to provide multiple types of pricing models for consideration in any response to this RFP. Proposals may include escalators during the course of the contract for critical staff or other components if supported by data which explains of the need for cost increases and the method for calculating same. Staffing or other incentive mechanisms that Vendors have used successfully in other jurisdictions to minimize costs or maintain staffing levels will be seriously considered.

2. Vendors are encouraged to be creative in their cost proposals with the intent to minimize costs to the state. Each Vendor must include in its price proposal a full explanation how the model proposed is the best model for the DDOC to both provide adequate levels of healthcare services and control offender health care costs. While different models are encouraged, nothing in any of the models offered shall compromise the different services provided to any offender or DDOC staff.

3. The cost mechanism will be a system that provides incentive to the Vendor to reduce the costs of care without compromising that care.

F. Proposal Clarification – The Proposal Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

G. References – The Proposal Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor’s reference list, and use such information in the evaluation process. Additionally, DDOC may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such facility visits, DDOC will pay travel costs only for DDOC personnel or Proposal Evaluation Team members for these visits.

H. Oral Presentations

1. Selected Vendors may be invited to make oral presentations to the Proposal Evaluation Team. The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

2. All of the Vendor’s costs associated with participation in oral discussions and system demonstrations conducted for DDOC are the Vendor’s responsibility.

I. Point Scores – Proposal Evaluation Team members will assign up to the maximum number of points listed for each of the areas listed above. For items having quantitative answers, points will be proportionate to each Vendor’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Team members.
J. Contract Terms and Conditions

1. General Information

a. The basic term of the contract between the successful Vendor and the DDOC shall be for two (2) years. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and DDOC. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement. Proposers are encouraged to offer proposals that include pricing discounts for longer-term contracts.

b. The selected Vendor will be required to enter into a written contract with the DDOC. The DDOC reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOC. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

c. The selected Vendor(s) will be expected to enter negotiations with the DDOC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Vendor’s response to this RFP will be incorporated as part of any formal contract.

d. The DDOC’s standard contract will most likely be supplemented with the Vendor’s software license, support/maintenance, source code escrow agreements, and/or any other applicable agreements. The terms and conditions of these agreements will be negotiated with the Vendor during actual contract negotiations.

e. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP.

f. If the Vendor to whom the award is made fails to enter into the contract as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

a. Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

b. By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor’s proposal preparation.
c. Advance knowledge of information which gives any particular Vendor advantages over any
other interested Vendor(s), in advance of the opening of proposals, whether in response to
advertising or an employee or representative thereof, will potentially void that particular
proposal.

3. Lobbying and Gratuities

a. Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying,
providing gratuities to, or in any way attempting to influence a State of Delaware employee or
agent of the State of Delaware concerning this RFP or the award of a contract resulting from this
RFP shall have their proposal immediately rejected and shall be barred from further
participation in this RFP.

b. The selected Vendor will warrant that no person or selling agency has been employed or
retained to solicit or secure a contract resulting from this RFP upon agreement or understanding
for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this
warranty, the DDOC shall have the right to annul any contract resulting from this RFP without
liability or at its discretion deduct from the contract price or otherwise recover the full amount
of such commission, percentage, brokerage or contingent fee.

c. All contact with State of Delaware employees, contractors, Vendors or agents of the State of
Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum
and conditions set forth in this RFP.

4. Solicitation of State Employees

a. Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State
of Delaware to leave the State of Delaware’s employ in order to accept employment with the
Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with
Vendor, without prior written approval of the DDOC’s contracting officer. Solicitation of State of
Delaware employees by a Vendor may result in rejection of the Vendor’s proposal.

b. This paragraph does not prevent the employment by a Vendor of a State of Delaware
employee who has initiated contact with the Vendor. However, State of Delaware employees
may be legally prohibited from accepting employment with the Vendor or subcontractor under
certain circumstances. Vendors may not knowingly employ a person who cannot legally accept
employment under State or Federal law. If a Vendor discovers that they have done so, they
must terminate that employment immediately.

5. General Contract Terms

a. Independent Contractors – The parties to the contract shall be independent contractors to
one another, and nothing herein shall be deemed to cause this agreement to create an agency,
partnership, joint venture or employment relationship between parties. Each party shall be
responsible for compliance with all applicable workers compensation, unemployment, disability
insurance, social security withholding and all other similar matters. Neither party shall be liable
for any debts, accounts, obligations or other liability whatsoever of the other party or any other
obligation of the other party to pay on the behalf of its employees or to withhold from any
compensation paid to such employees any social benefits, workers compensation insurance
premiums or any income or other similar taxes. It may be at the DDOC’s discretion as to the location of work for the contractual support personnel during the contract period.

b. Non-Appropriation – In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

i. In performance of the contract, the Vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2301.

ii. Prior to receiving an award, the successful Vendor shall either furnish the DDOC with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department. Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Vendor to applicable fines and/or interest penalties.

d. Security Clearance and Criminal History Check

i. Possession of a security clearance, as issued by the Delaware Department of Public Safety, Division of State Police, will be required of all employees, subcontractors, agents or other persons performing work on any portion of this contract. (See 29 Del. C. § 8914).

ii. DDOC will perform a criminal history background investigation shortly after the contract is signed by all parties. If any of the Vendor’s staff has been convicted of a crime, the DDOC has the option to terminate the contract immediately and shall not pay for any time worked up to the time that this option is exercised.

iii. The Vendor must inform the DDOC immediately if any new criminal charges are filed against the Vendor or its staff, subcontractors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DDOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

e. Mandatory Vendor Certification

i. All invoices, reports, and documents provided in response to an audit, as well as any documentation provided to DDOC pursuant to any contractual obligation, including any
chart or compilation of data, report, or other document produced by the Vendor shall contain the following certification:

“I hereby certify that the information reported herein is true, accurate and complete. I understand that these reports are made in support of claims for government funds.”

ii. Any certification related to information and documents produced to the Department shall be certified only by the Vendor’s contract manager.

f. Notice – Any notice to the DDOC required under the contract shall be sent by registered mail to:

James C. Welch, RN, HNB-BC,
Department of Correction
245 McKee Road
Dover, DE 19904

i. General Indemnification
Vendor will hold harmless, indemnify and defend the Department, the State of Delaware and their agents, employees, or officers of the State of Delaware from any and all suits, actions, losses, liability, damages (including punitive damages), expenses, reasonable attorney fees (including salaries of attorneys regularly employed by the State of Delaware), judgments, or settlements incurred by the Department, the State of Delaware or their agents, employees, or officers arising out of the provision of services by Vendor, its employees, or subcontractors under the contract, including direct or indirect negligence or intentional acts of omission or commission, and professional malpractice regardless of any negligence or any intentional act or omission by employees or officials of the Department. The legal duties and responsibilities set forth in this paragraph include the duty to cooperate with the Department, its employees, and attorneys in the defense of any legal action against the State, its agents, employees, or officers arising out of the provision of services by Vendor, which involve claims related to an offender’s medical care, or which require information or testimony from Vendor’s employees or contractors.

ii. Proprietary Rights Indemnification
Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DDOC, the DDOC shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor’s expense, and Vendor shall indemnify the State of Delaware and the DDOC against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.
If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively “Products”) is or in Vendor’s reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- Procure the right for the DDOC to continue using the Product(s);
- Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOC agrees to and accepts in writing.

h. Bonds and Insurance Company Qualifications – All required bonds (if bonds) and insurance must be issued by companies which are A rated or higher by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of Delaware, and are approved by DDOC. Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by DDOC. The Successful Vendor must submit copies of each required insurance contract, and any renewals thereof, to DDOC upon the DDOC’s request. The insurance policies must provide thirty (30) days’ advance written notice of cancellation, termination or failure to renew any policy.

i. Performance Bond

i. Upon notification of receiving the Contract award, the Successful Vendor will be required to obtain a Performance Bond or other acceptable form of security in the amount of 25% of the negotiated contract for every year of the Contract. The Performance Bond may be paid in full or in part to DDOC if the Successful Vendor defaults in the performance of the Contract or has occasioned uncompensated liquidated damages.

ii. The Performance Bond may be assessed liquidated damages if these damages have not been received by the DDOC within thirty (30) calendar days of written notice to the Successful Vendor that they have been incurred.

iii. Other forms of security may be acceptable but are subject to DDOC’s discretion. Failure to post an additional bond or security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

j. Insurance

i. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting
from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.

ii. The Vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.

iii. During the term of this contract, the Vendor shall, at its own expense, carry insurance minimum limits as follows:
   - Comprehensive General Liability $3,000,000
   - Professional Liability/Misc. Error & Omissions/Product Liability $3,000,000/$5,000,000

iv. If the contractual service requires the transportation of DDOC offenders or staff, the Vendor shall, in addition to the above coverage, secure at its own expense the following coverage:
   - Automotive Liability (Bodily Injury) $100,000/$300,000
   - Automotive Property Damage (to others) $ 25,000

v. The Vendor shall provide a certificate of insurance as proof that the Vendor has the required insurance.

k. Performance Requirements – The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

l. Warranty – The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the DDOC’s requirements.

m. Costs and Payment Schedules
   i. All contract costs must be as detailed specifically in the Vendor’s cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the DDOC. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

   ii. The DDOC will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The DDOC may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Penalties – The DDOC will include in the final contract penalty provisions for nonperformance, e.g. staffing shortages and not meeting the Intake Screening Timeframes, such as liquidated
damages. Any factually or legally applicable penalty or liquidated damage shall not be the exclusive remedy available for breach of contract.

o. Termination for Cause

i. If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the DDOC shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such failure and demand that such failure be cured within 30 days. If such obligations, covenants, agreements or stipulations are not cured to the satisfaction of DDOC within 30 days from the date of the notice, DDOC may terminate the contract with the Vendor by providing a termination date no shorter than 90 days from the date the Vendor’s attempts at a cure have failed.

ii. In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the DDOC, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOC.

p. Termination for Convenience – The DDOC may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least one hundred and twenty (120) days before the effective date of such termination. In that event, all finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the DDOC, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOC. If the contract is terminated by the DDOC as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

q. Non-discrimination – In performing the services subject to this RFP the Vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful Vendor shall comply with all Federal and State laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees – The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an
agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DDOC shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity – No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

t. Work Product – All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the State. The Vendor will seek written permission to use any product created under the contract.

u. Contract Documents – The RFP, the Vendor’s response to the RFP, the purchase order, the executed contract, performance bond and any supplemental documents between the DDOC and the successful Vendor shall constitute the contract between the DDOC and the Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DDOC’s RFP, Vendor’s response to the RFP, performance bond any supplemental documents and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOC and the Vendor.

v. Applicable Law
i. The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

ii. In submitting a proposal, Vendors certify that they comply with all Federal, State and local laws applicable to its activities and obligations including:
   • The laws of the State of Delaware;
   • The applicable portion of the Federal Civil Rights Act of 1964;
   • The Equal Employment Opportunity Act and the regulations issued there under by the Federal Government;
   • A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
   • That programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the Federal government. If any Vendor fails to comply with (1) through (5) of this paragraph, the DDOC reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

The selected Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.
w. Scope of Agreement – If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

x. Other General Conditions

i. Current Version – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.

ii. Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

iii. Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

iv. Prior Use – The DDOC reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOC.

v. Status Reporting – The selected Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

vi. Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

vii. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOC.

viii. Additional Terms and Conditions – The DDOC reserves the right to add terms and conditions during the contract negotiations.

y. Dispute Resolution – The State reserves the right to litigate in the appropriate court of law and/or equity.

VII. BID PROTEST CLAUSES:

A. Discrepancies and Omissions – Pre-Submission Protest Available; Waiver

1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find
discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions of any kind arise concerning this RFP, vendor shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

2. A Vendor’s failure to advise DOC in writing of perceived discrepancies, omissions, unclear or ambiguous intent or meaning, legal error or any other basis that might render this procurement process or the resulting contract unenforceable as set forth in this RFP shall be considered a waiver of any and all objections by the Vendor and shall constitute a self-executing agreement to hold DOC harmless as a result of any such waiver.

3. Protests based on any omission or error, or in relation to any portion of the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, within ten (10) calendar days prior to the time set for opening of the proposals.

B. Post-Submission Protest Available; Waiver

DOC will advise each proposing party within 2 days of the award of a contract to one or more of the proposing parties. Protests after the contract has been awarded can be submitted to DOC_Purchasing_Mailbox@state.de.us and must include thorough explanation(s) for the basis of same. Post-Submission protests must be submitted as set forth herein no later than 10 days from the date upon which the vendor was notified of a contract award. Filing a protest will not necessarily interrupt a contract from being executed however such a remedy may be requested in any post-submission protest letter. Post-submission protest letters which lack reasonable specificity as to facts, sections of the RFP, applicable statutes, and applicable legal principles shall be rejected and DOC shall consider such protests void ab initio. The failure to exhaust all administrative remedies available to the vendor shall be considered by DOC in the event of any litigation relating to this RFP or the award of any contract contemplated by this RFP. Any vendor who fails to raise an objection or protest based upon subject matter that could have been raised in a pre-submission protest shall be deemed to have waived and voluntarily abandoned any such basis for said protest. The Department will review the protest letter with appropriate Bureau Chief, Bureau Chief of Management Services and Counsel, and provide a written response within thirty (30) calendar days.
Appendix A

DDOC Organizational Chart

State of Delaware
Governor

Department of Correction
Commissioner – Robert M. Couse
Deputy Commissioner – Krist Hines

Office of the Commissioner
- Community Relations
- Internal Affairs
- Media Relations
- Human Resources
- Employee Development Center
- Other Programs
- Victim Services

Bureau of Management Services
Bureau Chief - Kim Wray
Deputy Bureau Chief - Jennifer Cartier
- Central Business Office
- Central Offender Records
- Information Technology
- Facilities Maintenance
- Food Services

Bureau of Correctional Healthcare Services
Bureau Chief - James Warch

Bureau of Prisons
Bureau Chief – Percy Philips
Deputy Bureau Chief - Chris Hill
- James T. Vaughn Correctional Center
- Delaware Correctional Institution
- Howard R. Young Correctional Institution
- Delaware Correctional Institution
- Special Operations

Bureau of Community Corrections
Bureau Chief - Alan Grinstead
Deputy Bureau Chief - Craig Hester
- New Castle County Community Corrections
- Kent County Community Corrections
- Sussex County Community Corrections
- Probation and Parole
- House Arrest

Education
## Appendix B
### Historical Medical Services Demand

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<th>Sick Call Requests</th>
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### Appendix C

#### Historical Medical Services Productivity

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| NIGHT SHIFT                        |      |      |      |      |
| RN-Charge Nurse                    | 1.40 | 2.80 | 1.40 | 7.00 |
| Registered Nurse                   | 1.20 | 1.40 | 11.20| 18.00|
| Licensed Practical Nurse           | 5.60 | 5.60 | 2.80 | 16.80|
| Medical Assistant/ Nursing Assistant| 1.40 | 1.40 | 1.40 | 4.20 |
| Pharmacy Technician                | 1.40 | 1.40 | 1.40 | 5.60 |
| Medical Records Clerk              | 1.40 | 1.40 | 2.80 |

325.60

Note: These numbers do not include an anticipated Level 4 Medical Unit and any additional staff will be negotiated at the time the additional services are to begin operations.
## Appendix I

### CQI Indicators

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<tr>
<th>Subject</th>
<th>Indicator</th>
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<tr>
<td>Infectious Disease</td>
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<tr>
<td>Intake Screening TB</td>
<td>PPD planted during Intake Screening and Intake TB</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td></td>
<td>PPD read between 24 and 72 hours of placement</td>
<td>Documented in Health Record Progress Notes</td>
</tr>
<tr>
<td></td>
<td>Positive results have chest x-ray and Chronic Care Clinic visit within 7 days</td>
<td>Report available in Health Record and documented in Health Record Chronic Care</td>
</tr>
<tr>
<td></td>
<td>Offenders with positive results placed on Chronic Care Registry</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td></td>
<td>Offenders with positive results evaluated in Chronic Care Clinic for LTBI treatment</td>
<td>Documented in Health Record Progress Notes</td>
</tr>
<tr>
<td>Influenza Vaccine</td>
<td>Offenders 65 years and older or registered in the Chronic Care Clinic will receive Influenza vaccination between September 1st and December 31st</td>
<td>Documented in Health Record Progress Notes</td>
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<tr>
<td>Pneumovax</td>
<td>Offenders in Chronic Care Registry and 55 years and older receive Pneumovax vaccination</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>HIV positive Offenders</td>
<td>Offenders HIV+ are placed on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
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<td>Offenders HIV+ have viral loads undetectable on treatment and CD4 counts greater than 200</td>
<td>Quarterly laboratory tests with report available in Health Record</td>
</tr>
<tr>
<td>Hepatitis A &amp; B vaccine</td>
<td>Offenders who are Hepatitis A &amp; B negative on initial screening receive Twinrix vaccine</td>
<td>Laboratory test reports available in Health Record and immunization recorded in Health Record Chronic Care Encounter Form</td>
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<tr>
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<td>Offenders who have positive Hepatitis B laboratory tests will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
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<td>Offenders who have positive Hepatitis B laboratory tests will liver transaminases monitored</td>
<td>Quarterly laboratory tests with report available in Health Record Chronic Care</td>
</tr>
<tr>
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<td>Offenders who have positive Hepatitis C laboratory tests will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td></td>
<td>Offenders who have positive Hepatitis C laboratory tests will liver transaminases monitored</td>
<td>Quarterly laboratory tests with report available in Health Record</td>
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<tr>
<td>Pulmonary Disease</td>
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<tr>
<td>Asthma</td>
<td>Offenders diagnosed with asthma will be</td>
<td>Documented in Dacs</td>
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<tr>
<td>Condition</td>
<td>Diagnosis/Procedure</td>
<td>Documentation</td>
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<tr>
<td>Offenders diagnosed with asthma will have quarterly spirometry and Chronic Care Clinic visits</td>
<td>Quarterly spirometry and office visits documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>Offenders diagnosed with COPD will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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</tr>
<tr>
<td>Offenders diagnosed with COPD will have quarterly spirometry and Chronic Care Clinic visits</td>
<td>Quarterly spirometry and office visits documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>Offenders diagnosed with COPD will be evaluated if they require more than one rescue inhaler per month</td>
<td>Medication Administration Record (MAR) documentation and office visits documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>Chronic Obstructive Pulmonary Disease (COPD)</td>
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<tr>
<td>Diabetes</td>
<td>Offenders diagnosed with Type 1 or Type 2 diabetes will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
<td>Offenders diagnosed with diabetes will have quarterly microalbuminuria and HgbA1c laboratory tests and Chronic Care Clinic visits</td>
<td>Quarterly laboratory tests with report available in Health Record and office visits documented in Health Record Chronic Care Encounter Form</td>
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</tr>
<tr>
<td>Offenders diagnosed with diabetes will have annual Dietary Education</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>Offenders diagnosed with diabetes will have annual Optometry and Podiatry consultations</td>
<td>Documented in Health Record Consultation Notes</td>
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<tr>
<td>Hyperlipidemia</td>
<td>Offenders diagnosed with hyperlipidemia will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
<td>Offenders diagnosed with hyperlipidemia will have twice yearly lipid laboratory tests and Chronic Care Clinic visits</td>
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<tr>
<td>Thyroid Disease</td>
<td>Offenders diagnosed with thyroid disease will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td>Offenders diagnosed with thyroid disease will have annual laboratory tests and Chronic Care Clinic visits</td>
<td>Laboratory tests with report available in Health Record and office visits documented in Health Record Chronic Care Encounter Form</td>
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</table>

Note: Offenders with diabetes and hyperlipidemia may have these tests and Chronic Care visits during one visit with the Chronic Care Encounter Form documenting both diagnoses.
## Cardiology & Hypertension

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<td>Offenders diagnosed with hypertension will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
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<td>Offenders diagnosed with hypertension will have quarterly blood pressure evaluations in the Chronic Care Clinic</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
</tr>
<tr>
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<td>Offenders whose blood pressure are not controlled IAW JNC VII guidelines will be re-evaluated weekly until controlled</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
</tr>
<tr>
<td>Acute Chest Pain</td>
<td>Offenders experiencing acute chest pain will be given 325mgm po aspirin prior to transport to an Emergency Room</td>
<td>Documented in the 404 Incident Report and Health Record Progress Notes</td>
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<tr>
<td>Coronary Artery Disease</td>
<td>Offenders diagnosed with coronary artery disease will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
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<tr>
<td></td>
<td>Offenders diagnosed with coronary artery disease will have quarterly blood pressure evaluations in the Chronic Care Clinic</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
</tr>
<tr>
<td>Chronic Heart Failure</td>
<td>Offenders diagnosed with chronic heart failure will be registered on the Chronic Care Registry</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td></td>
<td>Offenders diagnosed with chronic heart failure will have quarterly body weights and blood pressure evaluations in the Chronic Care Clinic</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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</table>

Note: Offenders with multiple cardiac problems may have these addressed in one Chronic Care visit with the Chronic Care Encounter Form documenting both diagnoses.

## Obstetrics and Gynecology

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<td>Intake Pregnancy Screening</td>
<td>Every female offender will have a urine pregnancy test performed during the Intake screening</td>
<td>Documented in DACS</td>
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<tr>
<td>Prenatal Care</td>
<td>Pregnant offenders will be registered on the Chronic Care Registry</td>
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<td>Pregnant offenders will be followed in a Prenatal Clinic at least monthly</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<tr>
<td>Post-partum Care</td>
<td>Offenders who return to a level 5 facility after delivery will be followed for at least two months post-partum</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<td>Offenders who return to a level 5 facility after delivery will be evaluated for post-partum depression approximately 60 days after return</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<td>Screening Mammogram</td>
<td>Female offenders between the ages of 52 to 69 will be offered the opportunity to have a screening mammogram performed</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
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<td>Offenders who have an abnormal</td>
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<tr>
<td>Mammogram</td>
<td>mammogram will be registered on the Chronic Care Registry</td>
<td>Offenders who have an abnormal mammogram will have an off-site General Surgical Consultation within one month of the results</td>
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</tr>
<tr>
<td>Cervical Cancer Screening</td>
<td>Female offenders between the ages of 18 to 69 will be offered the opportunity to have a cervical cancer screening every two years</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
</tr>
<tr>
<td>Abnormal Pap Smear</td>
<td>Offenders who have an abnormal cervical screening will have a follow-up Gynecological consultation within one month of the results</td>
<td>Documented in Health Record Chronic Care Encounter Form</td>
</tr>
</tbody>
</table>

### General

<table>
<thead>
<tr>
<th>Physical Exams</th>
<th>Offenders 18 years and older will have a general physical examination within the first week of incarceration</th>
<th>Documented in Health Record Progress Notes</th>
<th>Documented in Health Record Progress Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juvenile offenders will have a general physical examination within the first 7 days or less of incarceration</td>
<td>Documented in Health Record Progress Notes</td>
<td>Documented in Health Record Progress Notes</td>
<td></td>
</tr>
<tr>
<td>Offenders being followed in the Chronic Care Clinic and those 40 years &amp; older will have an annual physical examination</td>
<td>Documented in Health Record Progress Notes</td>
<td>Documented in Health Record Progress Notes</td>
<td></td>
</tr>
<tr>
<td>Offenders younger than 40 years old will have a physical examination every 5 years</td>
<td>Documented in Health Record Progress Notes</td>
<td>Documented in Health Record Progress Notes</td>
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<tr>
<td>Dental Exams</td>
<td>Offenders 18 years and older will have a dental oral examination within the first two weeks of incarceration</td>
<td>Documented in Health Record Progress Notes</td>
<td>Documented in Health Record Progress Notes</td>
</tr>
<tr>
<td>Juvenile offenders will have a dental oral examination within the first 7 days or less of incarceration</td>
<td>Documented in Health Record Progress Notes</td>
<td>Documented in Health Record Progress Notes</td>
<td></td>
</tr>
<tr>
<td>Sick Call Timeliness</td>
<td>Requests for a Sick Call appointment will be triaged within 24 hours</td>
<td>Review of Sick Call requests</td>
<td>Review of Sick Call requests and documented in Health Record Progress Notes</td>
</tr>
<tr>
<td>Requests for a non-urgent Sick Call appointment will be seen by a physician or physician extender with 72 hours</td>
<td>Review of Sick Call requests and documented in Health Record Progress Notes</td>
<td>Review of Sick Call requests and documented in Health Record Progress Notes</td>
<td></td>
</tr>
</tbody>
</table>

### Segregation

| Segregation Rounds | Offenders in segregation are visited daily by a physician, physician extender or RN | Documented in Health Record Progress Notes |

### Grievances

<table>
<thead>
<tr>
<th>Level I Timeliness Response</th>
<th>Level I grievances resolved within 7 days</th>
<th>Documented in DACS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I Rates</td>
<td>Level I grievances rate per 1000 offenders</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td>Level II Timeliness Response</td>
<td>Level II grievances resolved within 37 days</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td>Level II Rates</td>
<td>Level II grievances rate per 1000 offenders</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Level III Timeliness Response</td>
<td>Level III grievances resolved within 180 days</td>
<td>Documented in DACS</td>
</tr>
<tr>
<td>Level III Rates</td>
<td>Level III grievances rate per 1000 offenders</td>
<td></td>
</tr>
</tbody>
</table>

### Policies

| Intake Screening Timeliness | Intake screening by an RN will occur within two hours of arrival in Booking and Receiving | Documented in DACS |
| Transfer screening | An RN will review each transferred offender’s health record within 12 hours of arrival | Documented in Health Record Progress Notes |
| Discharge Planning | Chronic Care Clinic Offenders released with 30-day supply of prescription (non O-T-C) medicines | Documented in Health Record Progress Notes |
## Deliverables Table

### Proposal Information Due October 4, 2013

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Page, Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individualized Pricing Information with aggregate and specific price quotes</td>
<td>P 5, II.B.2</td>
</tr>
<tr>
<td>Provisions of a Constitutional System for Offender Health Care</td>
<td>P 7, II.B.4</td>
</tr>
<tr>
<td>Leadership Plan</td>
<td>P 7, II.B.4.ii</td>
</tr>
<tr>
<td>Outside Consultation Care</td>
<td>P 7, II.B.4.v</td>
</tr>
<tr>
<td>Quality Improvement, Accreditation, and Compliance with Standards</td>
<td>P 9, II.B.4.vii</td>
</tr>
<tr>
<td>Peer Review Program</td>
<td>P 10, II.B.4.vii</td>
</tr>
<tr>
<td><strong>Vendor Employee Orientation Plan</strong></td>
<td></td>
</tr>
<tr>
<td>General Plan</td>
<td>P 12, II.B.11</td>
</tr>
<tr>
<td>CPR &amp; AED Training</td>
<td>P 10, II.B.6</td>
</tr>
<tr>
<td>Suicide Prevention</td>
<td>P 10, II.B.7 &amp; P 13, II.B.11</td>
</tr>
<tr>
<td>DACS Training</td>
<td>P 12, II.B.11</td>
</tr>
<tr>
<td>Cybersecurity</td>
<td>P 13, II.B.11</td>
</tr>
<tr>
<td>PREA</td>
<td>P 12, II.B.11 &amp; P 16, II.V.1</td>
</tr>
<tr>
<td>Standards of Care variations</td>
<td>P 10, II.B.8</td>
</tr>
<tr>
<td>Drug Free Workplace</td>
<td>P 12, II.B.10</td>
</tr>
<tr>
<td>Infectious and Hazardous Waste Disposal</td>
<td>P 13, II.B.13</td>
</tr>
<tr>
<td>Transportation Plan</td>
<td>P 14, II.B.15</td>
</tr>
<tr>
<td>Disaster Plan</td>
<td>P 14, II.B.16</td>
</tr>
<tr>
<td>Telemedicine (if applicable)</td>
<td>P 14, II.B.17 &amp; P 24, II.C.6</td>
</tr>
<tr>
<td><strong>Offender Health Insurance</strong></td>
<td>P 15, II.B.20</td>
</tr>
<tr>
<td>Transition Plan between Existing and New Vendor</td>
<td>P 15, II.B.21</td>
</tr>
<tr>
<td><strong>Detailed Requirements General Plan</strong></td>
<td>P 16, II.V.1</td>
</tr>
<tr>
<td>Medical Services</td>
<td>P 17, II.C.4</td>
</tr>
<tr>
<td>Pre-authorization System</td>
<td>P 21, II.C.5.d</td>
</tr>
<tr>
<td>Network Service Providers</td>
<td>P 22, II.C.5.e</td>
</tr>
<tr>
<td>Dialysis Services</td>
<td>P 23, II.C.5.f</td>
</tr>
<tr>
<td>Infectious Disease Services</td>
<td>P 23, II.C.5.g</td>
</tr>
<tr>
<td>Woman's Health Care Services</td>
<td>P 23, II.C.5.h</td>
</tr>
<tr>
<td>Laboratory and Radiological Services</td>
<td>P 24, II.C.5.i</td>
</tr>
<tr>
<td>Nursing Services</td>
<td>P 24, II.C.7</td>
</tr>
<tr>
<td>Intake Screening</td>
<td>P 24, II.C.7.a</td>
</tr>
<tr>
<td>Sick Call</td>
<td>P 25, II.C.7.b</td>
</tr>
<tr>
<td>Sick Call Triage</td>
<td>P 25, II.C.7.c</td>
</tr>
<tr>
<td>Infirmary Management and Services</td>
<td>P 26, II.C.7.d</td>
</tr>
<tr>
<td>Discharge Planning</td>
<td>P 28, II.C.8</td>
</tr>
<tr>
<td>Utilization Review</td>
<td>P 28, II.C.9</td>
</tr>
<tr>
<td>Medical Case Management</td>
<td>P 29, II.C.10</td>
</tr>
<tr>
<td>Dental Services</td>
<td>P 29, II.C.11</td>
</tr>
<tr>
<td>Human Resources Management</td>
<td>P 31, II.C.12.c</td>
</tr>
<tr>
<td>Staffing</td>
<td>P 32, II.C.12.c</td>
</tr>
<tr>
<td>Credentials</td>
<td>P 32, II.C.12.d</td>
</tr>
<tr>
<td>Grievances and Inquires</td>
<td>P 31, II.C.12.f</td>
</tr>
<tr>
<td>Continuous Quality Improvement</td>
<td>P 33, II.C.12h</td>
</tr>
<tr>
<td>Risk Management Plan</td>
<td>P 34, II.C.12.k</td>
</tr>
<tr>
<td>Transparency in Vendor Overhead</td>
<td>P 36, III.</td>
</tr>
<tr>
<td>Required Information</td>
<td>P 38, IV</td>
</tr>
<tr>
<td><strong>90 days post Award</strong></td>
<td></td>
</tr>
<tr>
<td>Infirmary Protocols</td>
<td>P 26, II.C.7.d.</td>
</tr>
<tr>
<td>Policies, Site-Specific procedures</td>
<td>P 33, II.C.12.g.</td>
</tr>
<tr>
<td><strong>Monthly</strong></td>
<td></td>
</tr>
<tr>
<td>Quality Improvement, Accreditation, and Compliance with Standards</td>
<td>P 9, II.B.4.vii.</td>
</tr>
<tr>
<td>Peer Review Program</td>
<td>P 10, II.B.4.vii.</td>
</tr>
<tr>
<td>Vendor Employee Orientation update for new employees</td>
<td>P 13, II.B.11</td>
</tr>
<tr>
<td>Annual Training Reports update for current employees</td>
<td></td>
</tr>
<tr>
<td>CPR &amp; AED Training log</td>
<td></td>
</tr>
<tr>
<td>Suicide Prevention</td>
<td></td>
</tr>
<tr>
<td>PREA training</td>
<td></td>
</tr>
<tr>
<td>HIV Educational Program</td>
<td></td>
</tr>
<tr>
<td>Medical Administrative Committee (MAC) Meetings</td>
<td>P 13, II.B.12</td>
</tr>
<tr>
<td>Safety and Sanitation Inspections</td>
<td>P 13, II.B.14</td>
</tr>
<tr>
<td>Specialty Consultation Administrator updates</td>
<td>P 21, II.C.5.c.</td>
</tr>
<tr>
<td>Infirmary Management and Services</td>
<td></td>
</tr>
<tr>
<td>Tool (Sharps and Equipment) Inventory and Security Clearances</td>
<td>P 34, II.C.12.m.</td>
</tr>
<tr>
<td>Risk Management Reports</td>
<td></td>
</tr>
<tr>
<td><strong>Weekly</strong></td>
<td></td>
</tr>
<tr>
<td>Emergency Services and Maintenance of AEDs</td>
<td></td>
</tr>
<tr>
<td>Staffing Presence</td>
<td></td>
</tr>
<tr>
<td><strong>Daily</strong></td>
<td></td>
</tr>
<tr>
<td>Inpatient Briefs of Hospitalized Offenders</td>
<td>P 21, II.C.5.b</td>
</tr>
<tr>
<td><strong>As Needed</strong></td>
<td></td>
</tr>
<tr>
<td>Individual Offender Hospice (End-of-Life) Plan</td>
<td></td>
</tr>
<tr>
<td>Offender Case Management Reports for those in a diagnostic or therapeutic “pipeline”</td>
<td></td>
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</table>